



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

साप्ताहिक  
WEEKLY

सं. 22]

No. 22]

नई दिल्ली, मई 23—मई 29, 2004, शनिवार/ज्येष्ठ 2—ज्येष्ठ 8, 1926

NEW DELHI, MAY 23—MAY 29, 2004, SATURDAY/JYAISTHA 2—JYAISTHA 8, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि वह अलग संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई-दिल्ली, 19 मई, 2004

का० आ० 1237.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राजस्थान उच्च न्यायालय में केन्द्रीय अन्वेषण ब्यूरो के रिटैनर काउंसिल श्री राजेन्द्र प्रसाद व्यास, अधिवक्ता, जोधपुर को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजनों, अपीलों, पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए राजस्थान उच्च न्यायालय, जोधपुर में विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं० 225/20/2004-डी० एस० पी०ई०]

शुभा ठाकुर, अपर सचिव

CABINET SECRETARIAT

New Delhi, the 19th May, 2004

S.O. 1237.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974) the Central Government

hereby appoints Shri Rajendra Prasad Vyas, Advocate, Jodhpur and Retainer Counsel of the Central Bureau of Investigation in the Rajasthan High Court, as Special Public Prosecutor, for conducting the prosecutions, appeals, revision or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the Rajasthan High Court at Jodhpur.

[No. 225/20/2004-DSPE]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 19 मई, 2004

का. आ. 1238.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 संप्रति धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब राज्य सरकार के गृह और न्याय विभाग (गृह IV शाखा) की अधिसूचना सं. 5/74/04-3114/785 दिनांक 4-3-2004 द्वारा प्राप्त पंजाब राज्य सरकार की सहमति से पुलिस स्टेशन, सदर, रोपड़ में भारतीय दंड संहिता की धारा 364 के अधीन दर्ज प्रथम सूचना रिपोर्ट सं. 161 दिनांक 3-9-2001 और उक्त अपराध से संबंधित अथवा संसक्त उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से

उद्भूत किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण पंजाब राज्य पर करती है।

[सं. 228/19/2004-डी.एस.पी.ई.]

शुभा ठाकुर, अवर सचिव

New Delhi, the 19th May, 2004

**S.O. 1238.**—In exercise of powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Punjab, Department of Home Affairs and Justice (Home IV Branch) vide Notification No. 5/74/04-3114/785 dated 4-3-2004 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole State of Punjab for investigation of FIR No. 161 dated 3-9-2001 registered at Police Station Sadar, Ropar under Section 364 IPC and any other offence in relation to or in connection with the said offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/19/2004-DSPE]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 20 मई, 2004

**का. आ. 1239.**—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री गोपाल सरन अधिवक्ता को मुम्बई में केन्द्रीय अन्वेषण ब्यूरो से संबंधित मामलों के लिए विशेष न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थित मामलों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/20/2003-डी. एस. पी.ई.]

शुभा ठाकुर, अवर सचिव

New Delhi, the 20th May, 2004

**S.O. 1239.**—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Gopal Saran, Advocate, as Special Public Prosecutor for conducting cases instituted by the Delhi Special Establishment in the Special Courts for Central Bureau of Investigation cases at Mumbai.

[No. 225/20/2003-DSPE]

SHUBHA THAKUR, Under Secy.

गृह मंत्रालय

नई दिल्ली, 2 अप्रैल, 2004

**का. आ. 1240.**—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों को बेदखली) अधिनियम 1971 (1971 का 40) की धारा

8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री एम.आर.के.एस. राव, सहायक निदेशक, आसूचना ब्यूरो, नई दिल्ली को जो सरकार के राजपत्रित अधिकारी हैं, श्री वी. पी. खुराना के स्थान पर उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है और निदेश देती है कि उक्त अधिकारी निदेशक, आसूचना ब्यूरो, नई दिल्ली के नियंत्रणाधीन सभी सरकारी वास सुविधा के संबंध में, उक्त अधिनियम के द्वारा या उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा और अधिरोपित कर्तव्यों का पालन करेगा।

[सं. 6/सी-2/2003(1) एफ.पी.-II]

निर्मला देव, डेस्क अधिकारी (एफ. पी.-II)

MINISTRY OF HOME AFFAIRS

New Delhi, the 2nd April, 2004

**S.O. 1240.**—In exercise of powers conferred by Section 3 of the Public Premises (Eviction of unauthorised occupations) Act 1971 (40 of 1971), the Central Govt. hereby appoints Shri M.R. K. S. Rao, Assistant Director, Intelligence Bureau, New Delhi, a Gazetted Officer of the Government to be the Estate Officer vice Shri V.P. Khurana, Assistant Director, for the purpose of the said act and directs that the Estate Officer shall exercise the powers conferred and perform the duties imposed on the Estates Officer by or under the said act in respect of all Govt. accommodation under the control of the Director, Intelligence Bureau at New Delhi.

[No. 6/C-II/2003(1) PF-II]

NIRMALA DEV, Desk Officer (PF-II)

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 19 मार्च, 2004

(आयकर)

**का. आ. 1241.**—सामान्य जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा अधोलिखित संगठन को उसके नाम के सामने उल्लिखित वर्षों के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (3) के प्रयोजनार्थ "संस्था" श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित किया गया है :—

- (1) अधिसूचित संस्था अपने अनुसंधान कार्यक्रमों के लिए अलग लेखा बहियों का रख-रखाव करेगी;
- (2) अधिसूचित संस्था प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गति-विधियों की वार्षिक रिटर्न प्रत्येक 31 मई की अथवा उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग टेक्नोलॉजी भवन न्यू महारौली रोड, नई दिल्ली-110016 को प्रस्तुत करेगी;
- (3) अधिसूचित संस्था केन्द्र सरकार की तरफ से नामोद्दिष्ट निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने

के अधिविस्त अपने लेखा परीक्षक वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों, जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी इस प्रति संगठन पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडलटन रो, पांचवा तल, कलकत्ता-700071, (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगी।

क्र. सं.	अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
1.	दि इंडियन लॉ इंस्टीट्यूट, भगवान दास रोड, नई दिल्ली-110001	1-4-99 से 31-3-2002

टिप्पणी.—(i) उपर्युक्त शर्त (i) "संघ" के रूप में श्रेणीबद्ध संगठन पर लागू नहीं होगी।

(ii) अधिसूचित संस्था को सलाह दी जाती है कि वह अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र को तीन प्रतियां सचिव वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं. 105/2004/फा. सं. 203/17/1999-आयकर नि.-II]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

## MINISTRY OF FINANCE

(Department of Revenue)

### CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 19th May, 2004

#### (INCOME TAX)

S.O. 1241.—It is hereby notified for general information that the organisation mentioned below has been approved by the Central Government for the period mentioned below for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- The notified Institution shall maintain separate books of accounts for its research activities.
- The notified Institution shall furnish the Annual Return of its scientific research activities to the Secretary Department of Scientific & Industrial Research, "Technology Bhawan", New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year.

- The notified Institution shall submit, on behalf of the Central Government to (a) the Director General of Income tax (Exemptions) 10 Middleton Row, 5th Floor, Calcutta-700071, (b) the Secretary, Department of Scientific & Industrial Research, and (c) the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income-tax Act, 1961 in addition to the return of income tax to the designated assessing officer.

S. No.	Name of the organisation approved	Period for which notification is effective
1.	The Indian Law Institute Bhagwandas Road, New Delhi-110001	1-4-99 to 31-3-2002

Notes : (i) Condition (i) above will not apply to the organisation categorised as "Institution".

(ii) The notified Institution is advised to apply in triplicates as well in advance for further renewal of the approval to the Central Government through the Commissioner of Income tax/Director of income tax (exemptions) having jurisdiction. Three copies of the application for renewal of approval should also be sent directly to the Secretary Department of Scientific and Industrial Research.

[Notification No. 105/2004/F. No. 203/17/1999-ITA-II]

SANGEETA GUPTA, Director (ITA-II)

(सेन्ट्रल इकॉनॉमिक इन्टेलीजेन्स ब्यूरो)

आदेश

नई दिल्ली, 24 मई, 2004

का. आ. 1242.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उप-धारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/40/2003-सी.यू.एस. VIII दिनांक 09-03-2004 को जारी किया और यह निर्देश दिया कि श्री सुशान्त अग्रवाल, सुपुत्र श्री आर. एम. अग्रवाल, निवासी - नं. ई-9, पंचशाल पाक, नई दिल्ली को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रहा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/40/2003-सी.यू.एस.-VIII]

एस. सी. गुप्ता, उपसचिव (कोफेपोसा)

(Central Economic Intelligence Bureau)

### ORDER

New Delhi, the 24th May, 2004

S.O. 1242.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued Order F. No. 673/40/2004-Cus. VIII dated 09-03-2004 under the said sub-section directing that Shri Sushant Agrawal S/o Shri R. M. Agrawal, R/o No. E-9, Panchasheel Park, New Delhi be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F.No.673/40/2003-Cus.-VIII]

S. C. GUPTA, Dy. Secy. (COFEPOSA)

आदेश

नई दिल्ली, 24 मई, 2004

का. आ. 1243.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उप-धारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/02/2004-सी.यू.एस. VIII, दिनांक 16-03-2004 को जारी किया और यह निर्देश दिया कि श्री अनिल गोयल, सुपुत्र श्री बृज लाल गोयल, (1) निवासी-बी. 137, प्रीत विहार, दिल्ली-92 (2) निदेशक, मैसर्स के. एम. जी. इंटरनेशनल, 375, मेन रोड, गाजीपुर, दिल्ली को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रहा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/02/2004-सी.यू.एस.-VIII]

एस. सी. गुप्ता, उपसचिव (कोफेपोसा)

### ORDER

New Delhi, the 24th May, 2004

S.O. 1243.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued Order F. No. 673/02/2004-Cus. VIII dated 16-03-2004 under the said sub-section directing that Shri Anil Goel S/o Shri Brij Lal Goel, (1) R/o B-137, Preet Vihar, Delhi-92, (2) Director, M/s. KMG International, 375, Main Road, Gazipur, Delhi be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F.No.673/02/2004-Cus.-VIII]

S. C. GUPTA, Dy. Secy. (COFEPOSA)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 14 मई, 2004

का. आ. 1244.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स क्वालिटी सर्विस और सोल्यूशन (गोवा), जो कि फ्लैट नं. 109, खलप मेशन, वास्को-डी-गामा, गोवा-403802 पर स्थित है, को इस अधिसूचना के प्रकाशन की तारीख से और तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ संबद्ध अनुसूची खनिज और अयस्क ग्रुप-1 अर्थात्, कैमल लौह अयस्क, मैगनीज अयस्क फैंरो मैगनीज जिसके अंतर्गत फैंरो मैगनीज स्लेग भी है बाक्सआईट जिसके अंतर्गत कैलशिंगड बाक्सआईट भी है के गोवा पर निर्यात से पूर्व निम्नलिखित शर्तों



के अधीन निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

- (I) मैसर्स क्वालिटी सर्विस और सोल्यूशन (गोवा), खनिज और अयस्क (ग्रुप-1) निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण प्रमाण पत्र देने के लिए उनके द्वारा अपनाई गई प्रकृति की जांच करने के लिए इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी।
- (II) मैसर्स क्वालिटी सर्विस और सोल्यूशन (गोवा), इस अधिसूचना के अधीन अपने कृत्यों के पालन में निर्यात (निरीक्षण और क्वालिटी नियंत्रण) नियम, 1964 के नियम 12 के उपनियम (1) के अधीन ऐसे निर्देश से आबद्ध रहेंगे तो उन्हें समय-समय पर लिखित रूप में दिए जाएं।

[फा. सं. 5/3/2004-ईआई एण्ड ईपी]

राज सिंह, निदेशक

## MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 14th May, 2004

**S.O. 1244.**—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Quality Services & Solutions (Goa), located at Flat No. 109, Khalap Mansion, Vasco-da-Gama, Goa-403802, as an agency for the Inspection of minerals and Ores, Group-1, namely, Iron Ore, Manganese Ore, Ferro manganese including Ferro manganese slag, Bauxite including Calcined Bauxite specified in the Schedule annexed to the Ministry of Commerce notification number S.O. 3975, dated 20th December, 1965, prior to export at Goa subject to the following conditions, namely:—

- (i) that M/s. Quality Services and Solutions (Goa), shall give adequate facilities to the officers nominated by the export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965;
- (ii) That M/s. Quality Services and Solutions (Goa), in the performance of their function under this notification shall be bound by such directives as may be given to them in writing from time to

time under sub-rule (1) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964;

[F.No.5/3/2004-EI & EP]

RAJ SINGH, Director

नई दिल्ली, 14 मई, 2004

का. आ. 1245.—केंद्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, शहद उत्पाद निर्यात (क्वालिटी नियंत्रण, निरीक्षण और मानीटरिंग) नियम, 2002 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम शहद उत्पाद निर्यात (क्वालिटी, नियंत्रण, निरीक्षण और मानीटरिंग) संशोधन नियम, 2004 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. शहद उत्पाद निर्यात (क्वालिटी नियंत्रण, निरीक्षण और मानीटरिंग) नियम, 2002 में,—

(i) नियम 3 के उपनियम (क) में, "इस संबंध में आवश्यक निर्देश जारी करेगी।" शब्दों के स्थान पर "इस संबंध में आवश्यक निर्देश जारी करेगी ; या" शब्द रखे जाएंगे;

(ii) नियम 7 में उपनियम (घ) के स्थान पर निम्नलिखित उपनियम रखा जाएगा, अर्थात् :—

"(घ) अपील का निपटारा उसकी प्राप्ति से तीस दिन के भीतर किया जाएगा।"

[फा. सं. 6/3/2000-ई.आई.एण्ड.ईपी]

राज सिंह, निदेशक

टिप्पण :—मूल नियम भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) में का.आ. 277(अ), तारीख 4 मार्च, 2002 द्वारा प्रकाशित किए गए थे और तत्पश्चात् उनमें अधिसूचना का.आ. 1444(अ), तारीख 19 दिसम्बर, 2003 द्वारा संशोधन किया गया था।

New Delhi, the 14th May, 2004

**S.O. 1245.**—In exercise of the powers conferred by Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export of Honey (Quality Control, Inspection and Monitoring) Rules, 2002, namely :—

1. (1) These Rules may be called the Export of Honey (Quality Control, Inspection and Monitoring) Amendment Rules, 2004.
- (2) They shall come into force from the date of their publication in the Official Gazette.

2. In the Export of Honey (Quality Control, Inspection and Monitoring) Rules, 2002,—
- In sub rule (a) of rule 3, for the words “the council shall issued necessary instruction in this regard.” The words “the council shall issue necessary instruction in this regard; or” shall be substituted;
  - in rule 7, for sub-rule (d) the following sub rule shall be substituted, namely:—
- “(d) The appeal shall be disposed of within thirty days of its receipt.”

[F. No. 6/3/2000-EI &amp; EP]

RAJ SINGH, Director

**Note :—** The Principal rules were published in the Gazette of India, Part II, Section 3, sub-section (ii) *vide* S.O. 277(E) dated the 4th March 2002 and was subsequently amended *vide* notification S.O. No. 1444(E) dated 19th December, 2003.

### भारी उद्योग एवं लोक उद्यम मंत्रालय

( भारी उद्योग विभाग )

नई दिल्ली, 20 मई, 2004

का. आ. 1246.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम-10 के उप नियम-4 के अनुसरण में भारत वैगन एण्ड इंजीनियरिंग कंपनी लि. पटना के निम्नलिखित कार्यालय को, जिनके 80 प्रतिशत से अधिक, अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

- भारत वैगन एण्ड इंजीनियरिंग कंपनी लि.,  
मुजफ्फरपुर इकाई, मुजफ्फरपुर-842001 (बिहार)
- भारत वैगन एण्ड इंजीनियरिंग कंपनी लि.,  
क्षेत्रीय कार्यालय, 104, आकाशदीप,  
26-ए बाराखम्बा रोड,  
नई दिल्ली-110001

[फा. सं. ई. 11012/1/2001-हिन्दी]

राजेश कुमार सिंह, अवर सचिव

### MINISTRY OF HEAVY INDUSTRY AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

New Delhi, the 20th May, 2004

S.O. 1246.—In pursuance of the sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office whereof more than 80% of staff have acquired the working knowledge of Hindi :—

- Bharat Wagon & Engineering Company Ltd.  
Muzaffarpur Unit,  
Muzaffarpur-842001 (Bihar)

- Bharat Wagon & Engineering Co. Limited,  
Zonal Office, 104 Akashdeep  
26-A Barakhamba Road,  
New Delhi-110001

[F. No. E. 11012/1/2001-Hindi]

R. K. SINGH, Under Secy.

### कृषि मंत्रालय

( कृषि अनुसंधान और शिक्षा विभाग )

( भारतीय कृषि अनुसंधान परिषद् )

नई दिल्ली, 19 मई, 2004

का. आ. 1247.—कृषि उत्पाद उपकर अधिनियम, 1940 की धारा 7(2) तथा भारतीय कृषि अनुसंधान परिषद् द्वारा निर्मित स्थाई वित्त समिति के विनियम 2(iv) के अनुसरण में, शासी विकास ने अपने सदस्य डा. पी. के. सिंह, कुलपति, चन्द्रशेखर आज़ाद कृषि एवं प्रौद्योगिकी विश्वविद्यालय, कानपुर-208002 (उत्तर प्रदेश) को 5-5-2004 से एक वर्ष की अवधि के लिए स्थाई वित्त समिति के सदस्य के रूप में चुना है।

[फा. सं. 6(1)/2003-गवर्नेंस सेल]

शशि मिश्रा, अवर सचिव

### MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

(Indian Council of Agricultural Research)

New Delhi, the 19th May, 2004

S.O. 1247.—In pursuance to Section 7(2) of the A. P. Cess Act, 1940 and Regulation 2 (iv) of the Standing Finance Committee Regulations framed by the Indian Council of Agricultural Research, the Governing Body has elected Dr. P. K. Singh, Vice-Chancellor, Chandra Shekhar Azad University of Agriculture & Technology, Kanpur 208002 (Uttar Pradesh) its Member to the Standing Finance Committee for a period of one year with effect from 5th May, 2004.

[F. No. 6(1)/2003-Gov-Cell]

SHASHI MISRA, Addl. Secy.

### स्वास्थ्य और परिवार कल्याण मंत्रालय

( स्वास्थ्य विभाग )

नई दिल्ली, 13 मई, 2004

का. आ. 1248.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दंत चिकित्सा परिषद् से पसमर्श करने के पश्चात् एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, नामतः :—

अनुसूची के भाग-I में क्रम संख्या 34 तथा उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी; नामतः :

34 तमिलनाडु मास्टर ऑफ डेंटल सर्जरी एम.डी.एस.  
डा. एम.जी.आर. रागास डेंटल कालेज एवं (पेडोडॉन्टिक्स)  
आयुर्विज्ञान विश्व-हास्पिटल, चैन्नई, (तमिलनाडु डा. एम.  
विद्यालय, चैन्नई। (तमिलनाडु) के एम. डी.आर. आयुर्विज्ञान  
डी. एस. छात्रों के संबंध विश्वविद्यालय, चैन्नई।  
में निम्नलिखित दंत  
चिकित्सा अर्हताएं तभी  
मान्यताप्राप्त अर्हताएं होगी  
यदि वे 9-4-2003 को  
अथवा उसके बाद प्रदान  
की गई हों।

(i) एम. डी. एस. (पेडोडॉन्टिक्स)

[फा. सं.की-12018/5/2003-पी.एम.एस.]

पी. जी. कलाधरन, अवर सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 13th May, 2004

S.O. 1248.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government after consultation with Dental Council of India hereby makes the following further amendments in Part-I of the Schedule to the said Act, namely:—

2. In Part-I of the Schedule against Serial Number 34, and the entries relating thereto, the following entries shall be added, namely;

34 The	Master of Dental	M. D. S
Tamil Nadu	Surgery	(Pedodontics)
Dr. M. G. R.	The following dental	(The Tamil Nadu
Medical	qualification shall be	Dr. M. G. R. Medical
University	recognized qualifi-	University Chennai)
Chennai.	cation in respect of	
	MDS students of	
	Ragas Dental College	
	& Hospital, Chennai	
	(T.N.) when granted	
	on or after 9-4-2003.	
	(i) MDS (Pedodontics)	

[F. No. V. 12018/5/2003-PMS]

P. G. KALADHARAN, Under Secy.

पोत परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 20 मई, 2004

का. आ. 1249.—केन्द्रीय सरकार, नाविक भविष्य निधि स्कीम, 1966 के पैरा 3 के साथ पठित नाविक भविष्य निधि अधिनियम, 1966 (1966 का 4) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पोत परिवहन मंत्रालय (नौवहन पक्ष) की अधिसूचना

सं. का. आ. 5757 तारीख 11 दिसम्बर 1985 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, "नियोजकों के प्रतिनिधि" (केन्द्रीय सरकार द्वारा इस निमित्त उस सरकार द्वारा मान्यता प्राप्त नियोजकों के सचिवों से परामर्श करने के पश्चात् नियुक्त किए गए हों) शीर्षक के अन्तर्गत क्रम 6 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्याओं और प्रविष्टि रखी जायगी, अर्थात्:—

"6 कैप्टन राजेश टंडन, विदेशी स्वामियों के प्रतिनिधि और पोत प्रबंधक संगम (एफ. ओ. एस. एम. ए.) मुम्बई"

[सं. एस. डी. 14018/5/2003-एम.टी.]

नाक चंद, अवर सचिव

पाद टिप्पण:—मूल नियम का. आ. 5757 तारीख 11 दिसम्बर, 1985 द्वारा प्रकाशित किए गए थे और पश्चात्तत्वात् का. आ. 568 तारीख 13 फरवरी, 1991, का. आ. 277 तारीख 27 जनवरी, 1996 का. आ. 868 तारीख 18 अप्रैल, 2001 और का. आ. 3386 तारीख 5 दिसम्बर, 2001 द्वारा संशोधन किए गए।

## MINISTRY OF SHIPPING

(Shipping Wing)

New Delhi, the 20th May, 2004

S.O. 1249.—In exercise of the powers conferred by Section 5 of the Seamen's Provident Fund Act, 1966 (4 of 1966), read with paragraph 3 of the Seamen's Provident Fund Scheme, 1966, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Shipping (Shipping Wing) number S.O. 5757, dated the 11th December, 1985, namely:—

In the said notification, under the heading "Employers" Representatives (Appointed by the Central Government after consultation with Organisations of employers recognised by that Government in this behalf) for serial number 6 and the entry relating thereto, the following serial number and entry shall be substituted, namely:—

"6. Capt. Rajesh Tandon, Foreign Owners Representatives and Shipmanagers Association (FOSMA), Mumbai"

[No. ST-14018/5/2003-MF]

NANAK CHAND, Under Secy

Foot Note:—The principal notification was published vide S.O. 5757, dated 11th December, 1985 and subsequently amended vide S.O. 568 dated 13th February, 1991, S.O. 277 dated 27th January, 1996, S.O. 868, dated 18th April, 2001 and S.O. 3386 dated the 5th December, 2001.

## विद्युत मंत्रालय

नई दिल्ली, 27 अप्रैल, 2004

का. आ. 1250.—केन्द्रीय सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नीचे की सारणी के स्तंभ (1) में उल्लिखित नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लिमिटेड (एन एच पी सी) के अधिकारी को, जो सरकार के राजपत्रित अधिकारी के रैंक के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट अपनी अधिकारिता की सीमा के भीतर उसके स्तंभ (4) में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों की बाबत, उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेंगे।

## सारणी

अधिकारी का पदनाम	अधिकारिता की स्थानीय सीमाएं	ग्राम, तहसील का नाम	सरकारी स्थानों के प्रवर्ग
(1)	(2)	(3)	(4)
श्री रंजन नारंग, ज्येष्ठ प्रबंधक (सिविल), चमेरा पावर स्टेशन स्टेज-1 खैरी, हिमाचल प्रदेश	सिम्वल्यू, खैरी संजपोई, बग्गी, संजप, जंदेरा, शेपुर, ओल्मोड़, चोखड़ा, छेनामोड़, गांधीया, देवीदेहरा, वांखरीमोड़, बनीखेत, डलहेंजी, संडला और सभी अन्य परियोजना क्षेत्र।	चमेरा जिले की दोनों तहसीलों के अंतर्गत आने वाले परियोजना क्षेत्र; (1) ग्राम-सिम्वल्यू स्टेशन स्टेज-1 डाकखाना-खैरी, तहसील-डलहेंजी, जिला-चंबा (हिमाचल प्रदेश) (2) तहसील-संलूनी जिला-चंबा (हिमाचल प्रदेश)	हिमाचल प्रदेश राज्य में जिला चंबा के खैरी स्थित चमेरा पावर के परिसर जिसके अन्तर्गत आवासिक/गैर आवासिक आवास सुविधा/भवन या दुकान या भंडार या सड़कें या संरचनाएं पावर हाऊस के संस्थापन, बांध, सर्ज शाफ्ट, टेल रेस सुरंग आदि भी हैं।

[फा. सं. 16/16/97-डी.ओ. (एन एच पी सी)]

राजेश वर्मा, निदेशक

## MINISTRY OF POWER

New Delhi, the 27th April, 2004

S. O. 1250.—In exercise of the power conferred by the Section 3 of the Public Premises (Eviction of

Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Officer of National Hydro-electric Power Corporation Ltd. (NHPC) mentioned in column (1) of the Table below, being officer equivalent to the rank of Gazetted Officer of the Government, to be Estate Officer for the purpose of the said Act who shall exercise the power conferred and perform the duties imposed on Estate Officers by or under the said Act, within the limit of his jurisdiction specified in column (2) of the said Table in respect of categories of public premises specified in column (4) thereof.

TABLE

Designation of the officer	Local limits of jurisdiction	Name of Village, Tehsil, District	Categories of public premises
(1)	(2)	(3)	(4)
Shri Rajan Narang, Senior Manager (Civil), Chamera Power Station Stage-I, Khairi, Hamachal Pradesh.	Simblue, Khairi, Sanjpoi, Baggi, Sanjp, Jandrera, Sherpur, Orunorh, Chowrah, Chhanamorh, Gandhiar, Devidehra, Bonkhrimorh, Banikhet, Dalhousie, Sundla and all other project area.	Project areas falls in Two Tehsils of Chamera District; (1) Village-Simbleu, P.O.-Khairi, Tehsil-Dahlousie, District-Chamba (Himachal Pradesh) (2) Tehsil-Salooni, District-Chamba (Himachal Pradesh)	Premises including residential/non-residential accommodation/buildings or shops or stores/roads or structures installations of Power House, Dam, Surge Shaft, Tail Race Tunnel etc. belonging to Chamera Power Station Stage-I, Khairi, District-Chamba in Himachal Pradesh State.

[F. No. 16/16/97-DO (NHPC)]

RAJESH VERMA, Director

## संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 13 मई, 2004

का. आ. 1251.—केन्द्रीय सरकार, राजभाषा (संच के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के

नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

**मुख्य महाप्रबंधक, महाराष्ट्र दूरसंचार परिमण्डल, मुम्बई**

1. महाप्रबंधक, सोलापुर दूरसंचार जिला, सोलापुर
2. महाप्रबंधक दूरसंचार, कार्यालय सातारा
3. दूरभाष केन्द्र, महाबलेश्वर, जिला-सातारा
4. महा प्रबंधक दूरसंचार, कार्यालय राजमार्ग, सातारा

**मुख्य महाप्रबंधक दूरसंचार, झारखंड परिमंडल**

1. मुख्य महाप्रबंधक दूरसंचार, रांची
2. जिला प्रबंधक दूरसंचार, डाल्टनगंज, झारखंड परिमंडल, रांची

**मुख्य महाप्रबंधक राजस्थान दूरसंचार परिमण्डल**

कार्यालय महाप्रबंधक दूरसंचार, जिला झुंझु

**मुख्य महाप्रबंधक, उत्तरी दूरसंचार परियोजना परिमंडल, नई दिल्ली**

[सं. ई.-11016/1/2004-रा. भा.]

हरीश चन्द्र जयाल, संयुक्त सचिव

**MINISTRY OF COMMUNICATIONS AND  
INFORMATION TECHNOLOGY**

(Department of Telecommunications)

(Official Language Section)

New Delhi, the 13th May, 2004

**S.O. 1251.**—In pursuance of rule 10(4) of the Official Language (Use for Official purposes of the Union). Rules, 1976 (as Amended-1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

**Chief General Manager, Maharashtra Telecom,  
Circle, Bombay**

1. General Manager Telecom, District Sholapur
2. General Manager Telecom, Office Satara
3. Telephone Exchange, Mahabaleshwar, District Satara
4. General Manager Telecom, Office Rajmarg, Satara.

**Chief General Manager Telecom, Jharkhand  
Circle**

1. Chief General Manager Telecom, Ranchi.
2. Telecom District Manager, Daltanganj, Jharkhand Circle, Ranchi.

**Chief General Manager Rajasthan Telecom. Circle**

Office of General Manager, Telecom District, Jhunjhunu.

**Chief General Manager, North Telecom, Project  
Circle, New Delhi**

[No. E-11016/1/2004-O.L.]

HARISH CHANDRA JAYAL, Jt. Secy.

नई दिल्ली, 13 मई, 2004.

**का. आ.1252.**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

**मुख्य महाप्रबंधक दूरसंचार, भारत संचार निगम लि., कर्नाटक  
परिमण्डल, बेंगलूर-560008**

उपमंडल अधिकारी तार दांडेली

[सं. ई.-11016/1/2004-रा. भा.]

हरीश चन्द्र जयाल, संयुक्त सचिव

New Delhi, the 13th May, 2004

**S.O. 1252.**—In pursuance of rule 10(4) of the Official Language (Use for Official purposes of the Union). Rules, 1976 (as Amended-1987), the Central Government hereby notifies the following Office under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

**Chief General Manager Telecom, BSNL, Karnataka  
Circle, Bangalore-560008**

Sub Divisional Officer Telegraph, Dandeli

[No. E-11016/1/2004/(O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.



## कोयला और खान मंत्रालय

(कोयला विभाग)

नई दिल्ली, 12 मई, 2004

का.आ. 1253.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि से कोयला अभिप्राप्त किए जाने की संभावना है।

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्यांक डी.जी./08547, तारीख 1 सितम्बर, 2003 का निरीक्षण मुख्य महाप्रबंधक (खोज प्रभाग) केन्द्रीय खान योजना और डिजाइन संस्थान, गोंडवाना प्लेस, कांके रोड, रांची के कार्यालय में या कोयला नियंत्रक, 1, काठसिंह हाउस स्ट्रीट, कलकत्ता के कार्यालय में या जिला कलक्टर, रायगढ़, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना और डिजाइन संस्थान, गोंडवाना प्लेस, कांके रोड, रांची को भेजेंगे।

## अनुसूची

पेलमा ब्लॉक, मंड-रायगढ़ कोयला क्षेत्र

जिला रायगढ़, छत्तीसगढ़

सी.एम.पी.डी.आई. रेखांक संख्यांक डीजी/08547, तारीख 1 सितम्बर, 2003

क्र. सं.	ग्राम	थाना	ग्राम सं.	तालुका सं.	तहसील	जिला	क्षेत्रफल (चक्रवर्त में) (लगभग)	क्षेत्र (हेक्टेयर में) (लगभग)	टिप्पणियां
1.	पेलमा	तमनार	188	29	घारघोड़ा	रायगढ़	1586	642	संपूर्ण
2.	उरबा	तमनार	8	29	घारघोड़ा	रायगढ़	1210	490	भाग
3.	हिनझार	तमनार	317	29	घारघोड़ा	रायगढ़	615	248	भाग
4.	जारीहिडीह	तमनार	113	29	घारघोड़ा	रायगढ़	227	92	भाग
5.	लालपुर	तमनार	285	29	घारघोड़ा	रायगढ़	237	96	भाग
6.	माधवादुमार	तमनार	250	29	घारघोड़ा	रायगढ़	29	12	भाग
7.	खारा	तमनार	65	29	घारघोड़ा	रायगढ़	79	32	भाग
वन		वन कक्ष सं.							
8.	पश्चिमी तोलगे पी.एफ.	तमनार	573/ 577	29	घारघोड़ा	रायगढ़	583	236	भाग
9.	पूर्वी तोलगे आरक्षित वन	तमनार	662	29	घारघोड़ा	रायगढ़	366	148	भाग
10.	शीलोट आरक्षित वन	तमनार	637/ 638	29	घारघोड़ा	रायगढ़	872	353	भाग
कुल						5804	2349		
						(लगभग)	(लगभग)		

## सीमा वर्णन

क-ख रेखा "क" से प्रारंभ होती है और पश्चिमी तोलगे संरक्षित वन के वन कक्ष संख्यांक 573 के दक्षिणी भाग से होकर गुजरती है और उरबा ग्राम की उत्तरी सीमा पर बिन्दु "ख" पर मिलती है।

ख-ग रेखा पश्चिमी तोलगे संरक्षित वन के वन कक्ष संख्यांक 577 के दक्षिणी भाग से होकर गुजरती है और ग्राम उरबा के उत्तर-पूर्वी भाग से होकर ग्राम उरबा और हिनझार की सीमा पर बिन्दु "ग" पर मिलती है।

- ग-घ रेखा ग्राम हिनिहार के उत्तरी भाग से होकर गुजरती है और पूर्वी तोलगे आरक्षित वन के वन कक्ष संख्यांक 662 से होकर गुजरती है और बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा तोलगे पूर्वी आरक्षित वन के वन कक्ष संख्यांक 662 और ग्राम जारहिदीह और लालपुर से होकर गुजरती है और लालपुर और माधवा दुमार ग्राम की सीमा तक बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा ग्राम माधवादुमार के उत्तरी भाग से और सिलोट आरक्षित वन के वन कक्ष संख्यांक 638 के दक्षिणी भाग से और खारा ग्राम से होकर गुजरती है और केलो नदी को पार करती है और बिन्दु "च" पर मिलती है।
- च-छ रेखा ग्राम खारा और सिलोट आरक्षित वन के वन कक्ष संख्यांक 637 से होकर गुजरती है बिन्दु "छ" पर मिलती है।
- छ-क रेखा सिलोट आरक्षित वन के वन कक्ष संख्यांक 637 से और केलो नदी के पश्चिमी किनारे के साथ गुजरती है और बिन्दु "क" पर मिलती है।

[फा. सं. 43015/10/2003-पीआरआईडब्ल्यू]

संजय बहादुर, निदेशक

## MINISTRY OF COAL AND MINES

(Department of Coal)

New Delhi, the 12th May, 2004

**S.O. 1253.**—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed.

Now therefore, in exercise of the powers conferred by Sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area bearing Number DG/08547, dated the 1st September, 2003 covered by this Notification can be inspected at the office of Chief General Manager (Exploration Division), Central Mines Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the District Collector, District Raigarh, Chhattisgarh.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in Sub-section (7) of Section 13 of the said Act to the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi within ninety days from the date of publication of this Notification in the Official Gazette.

## Schedule

Pelma Block, Mand-Raigarh Coalfield

District Raigarh, Chhattisgarh

(CMPDI Plan bearing No. DG/08547 dated the 1st September, 2003)

Sl. No.	Village	Thana	Village No.	Taluka No.	Tahsil	District	Area (acres) (approx.)	Area (hectare) (approx.)	Remarks
1.	Pelma	Tamnar	188	29	Gharghoda	Raigarh	1586	642	Full
2.	Urba	Tamnar	8	29	Gharghoda	Raigarh	1210	490	Part
3.	Hinjhar	Tamnar	317	29	Gharghoda	Raigarh	615	248	Part
4.	Jarhidih	Tamnar	113	29	Gharghoda	Raigarh	227	92	Part
5.	Lalpur	Tamnar	285	29	Gharghoda	Raigarh	237	96	Part
6.	Madwa-dumar	Tamnar	250	29	Gharghoda	Raigarh	29	12	Part
7.	Kharra	Tamnar	65	29	Gharghoda	Raigarh	79	32	Part
	Forest		Forest						
			Compartment						
			Number						

Sl. No.	Village	Thana	Village No.	Tahuka No.	Tahsil	District	Area (acres) (approx.)	Area (hectare) (approx.)	Remarks
8.	West Tolge PF.	Tamnar	573/577	29	Gharghoda	Raigarh	583	236	Part
9.	Tolge East RF.	Tamnar	662	29	Gharghoda	Raigarh	366	148	Part
10.	Silot R.F.	Tamnar	637/638	29	Gharghoda	Raigarh	872	353	Part
Total :							5804	2349	
							(Approximately)	(Approximately)	

**Boundary Description :—**

- A-B Line starts from 'A' and passes through the southern part of forest compartment Number 573 of West Tolge PF and meets at points 'B' on the northern boundary of Urba village.
- B-C Line passes through the southern part of forest compartment number 577 of West Tolge PF and passes through the north-eastern part of Urba village and meets at point 'C' at the boundary of Urba and Hinjhar villages.
- C-D Line passes through the northern part of Hinjhar village and continues through northern part of forest compartment number 662 of Tolge East Reserve Forest and Meets points 'D'.
- D-E Line passes through the forest compartment number 662 of Tolge East Reserve Forest and villages Jarhidih and Lalpur and meets points 'E' at the boundary of villages Lalpur and Madwadumar.
- E-F Line passes through northern part of Madwadumar village, southern part of forest compartment number 638 of Silot RF and Kharra village and crosses River Kelo and meets at point 'F'.
- F-G Line passes through village Kharra and forest compartment no. 637 of Silot and meets at point 'G'.
- G-A Lines passes through compartment number 637 of Silot RF and along the western bank of Kelo River and meet point 'A'.

[F.No. 43015/10/2003-PRIW]

SANJAY BAHADUR, Director

नई दिल्ली, 14 मई, 2004

का.आ. 1254.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (i) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 648 (अ), तारीख 6 जुलाई, 2001 जो भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 6 जुलाई, 2001 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और ऐसी भूमि में समस्त अधिकारों को अर्जन करने के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अनुसरण में, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 217.08 हैक्टर (लगभग) या 536.42 एकड़ (लगभग) माप वाली भूमि में या ऐसी भूमि पर, के समस्त अधिकारों का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 215.47 हैक्टर (लगभग) या 532.43 एकड़ (लगभग) माप वाली भूमि में या ऐसी भूमि पर के सभी अधिकारों का अर्जन किया जाता है।

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. सी-1/III/एफ.आर./697-0602, तारीख 18 जून, 2002 का निरीक्षण कलेक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता (पिन-700001) के कार्यालय में या वैस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल एस्टेट, सिविल लाईन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

## अनुसूची

## न्यू बीना ब्लॉक

## नागपुर क्षेत्र

## जिला नागपुर (महाराष्ट्र)

(रेखांक सं. सी-1 (ई)/III/एफ.आर./697-0602, तारीख 18 जून, 2002)

## सभी अधिकार

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हैक्टेयर में	टिप्पणियां
1.	बीना	16	कामटी	नागपुर	187.77	भाग
2.	भानेगांव	54	सावनेर	नागपुर	27.70	भाग

कुल क्षेत्र—215.47 हैक्टेयर (लगभग)

या

532.43 एकड़ (लगभग)

## ग्राम बीना में अर्जित किए जाने वाले प्लॉट संख्यांक :

4/1, 4/2, 4/3, 4/4, 5/1-5/2, 6, 7, 8, 9, 10/1-10/2, 11, 12/1-12/2-12/3, 13 से 24, 25/1-25/2-25/3, 30 से 32, 39/1-39/2, 133/1-133/2-133/3, 134/1-134/2-134/3, 135/1-135/2-135/3, 136/1-136/2, 137, 138, 139, 140/1-140/2-140/3, 141/1-141/2-141/3, 142/1-142/2-142/3, 143/1-143/2-143/3, 144/1-144/2, 145/1-145/2-145/3-145/4, 146/1-146/2-146/3, 147, 148/1-148/2-148/3, 149/1-149/2-149/3, 150, 151/1-151/2-151/3, 152/1-152/2-152/3, 153/1-153/2-153/3, 154/का-154/क2, 154/ख1-154/ख2-154/ख3, 155 से 159, 160/1-160/2, 161/1-161/2-161/3, 162/1-162/2-162/3, 163/1, 163/1-163/2-163/3, 164, 165, 166/1-166/2-166/3-166/4, 167 से 184, 185/क, 185/ख, 186, 187, 188, 189 सड़क भाग

## ग्राम भानेगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

11, 13, 14, 15, 16क-16ख, 83/1-83/2-83/3

## सीमा वर्णन:

**क-ख** रेखा बिन्दु "क" से आरंभ होती है और ग्राम भानेगांव से होती हुई प्लॉट संख्या 13, 14, 11, 16-क-16ख, 83/1-83/2-83/3, की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।

**ख-ग-घ-ङ** रेखा ग्राम भानेगांव और बीना की सम्मिलित ग्राम सीमा के साथ-साथ जाती है फिर ग्राम बीना से होती हुई जाती है, प्लॉट संख्या 134/1-134/2-134/3, 133/1-133/2, 133/3, 136/1-136/2, 137 सड़क, प्लॉट संख्यांक 185/ख, 189, 188 नाला के साथ-साथ जाती है फिर नाला पार करती है और प्लॉट संख्या 5/1-5/2, की बाहरी सीमा के साथ-साथ जाती है, सड़क पार करती है और प्लॉट संख्या 32 की बाहरी सीमा के साथ-साथ जाती है, सड़क पार करती है फिर प्लॉट संख्या 39/1-39/2, 30 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।

**ङ-क** रेखा प्लॉट संख्या 30 की बाहरी सीमा के साथ-साथ ग्राम बीना से जाती है, सड़क पार करती है और प्लॉट संख्या 25/1-25/2-25/3, 24, 23 की बाहरी सीमा के साथ-साथ जाती है, सड़क पार करती है और प्लॉट संख्या 18, 17 की बाहरी सीमा के साथ-साथ जाती है, सड़क पार करती है और प्लॉट संख्या 15, सड़क, प्लॉट संख्या 155, 154/का-154/क2, 150 की बाहरी सीमा के साथ-साथ जाती है और ग्राम भानेगांव और बीना की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और ग्राम भानेगांव से होती हुई प्लॉट संख्या 13 की बाहरी सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/2/98-पीआरआईडब्ल्यू]

संजय बहादुर, निदेशक

New Delhi, the 14th May, 2004

**S.O. 1254.**—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 648 (E) dated the 6th July, 2001, issued under Sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub section (ii), dated the 6th July, 2001, the Central Government gave notice of its intention to acquire lands and all rights in the locality specified in the Schedule appended to that Notification;

And whereas the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Maharashtra is satisfied that the lands measuring 217.08 hectares (approximately) or 536.42 acres (approximately) and all rights in or over such lands as described in Schedule appended hereto should be acquired;

Now therefore, in exercise of the powers conferred by Sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 215.47 hectares (approximately) or 532.43 acres (approximately) and all rights in or over such lands as described in Schedule are hereby acquired.

The plan of the area bearing number C-I (E)/III/FR/697-0602 dated the 18th June, 2002 covered by this Notification may be inspected in the office of the Collector, Nagpur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata (Pin 700 001) or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

### SCHEDULE

New Bina Block, Nagpur Area

District-Nagpur (Maharashtra)

(Plan No. C-I(E)/III/FR/697-0602 dated the 18th June, 2002)

#### All Rights

Serial number	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Bina	16	Kamptee	Nagpur	187.77	Part
2.	Bhanegaon	54	Saoner	Nagpur	27.70	Part

Total area : 215.47 hectares (approximately)

or

532.43 acres (approximately)

#### Plot number to be acquired in village Bina :—

4/1, 4/2, 4/3, 4/4, 5/1-5/2, 6, 7, 8, 9, 10/1-10/2, 11, 12/1-12/2-12/3, 13 to 24, 25/1-25/2-25/3, 30 to 32, 39/1-39/2, 133/1-133/2-133/3, 134/1-134/2-134/3, 135/1-135/2-135/3, 136/1-136/2, 137, 138, 139, 140/1-140/2-140/3, 141/1-141/2-141/3, 142/1-142/2-142/3, 143/1-143/2-143/3-144/1-144/2, 145/1-145/2-145/3-145/4, 146/1-146/2-146/3, 147, 148/1-148/2-148/3, 149/1-149/2-149/3, 150, 151/1-151/2-151/3, 152/1-152/2-152/3, 153/1-153/2-153/3, 154/A1-154/A2-154/B1-154/B2-154/B3, 155 to 159, 160/1-160/2, 161/1-161/2-161/3, 162/1-162/2-162/3, 163/1-163/2-163/3, 164, 165, 166/1-166/2-166/3-166/4, 167 to 184, 185A, 185/B, 186, 187, 188, 189, Road part.

#### Plot numbers to be acquired in Village Bhanegaon :—

11, 13, 14, 15, 16/A-16/B, 83/1-83/2-83/3

#### Boundary description :—

- A-B: Line start from point 'A' and passes through village Bhanegaon along the outer boundary of plot number 13, 14, 11, 16/A-16/B, 83/1-83/2-83/3 and meets at point 'B'.
- B-C-D-E: Line passes along the common village boundary of villages Bhanegaon and Bina then passes through village Bina, along the outer boundary of plot numbers 134/1-134/2-134/3, 133/1-133/2-133/3, 136/1-136/2,



137, Road, plot numbers 185/B, 189, 188, Nallah, crosses Nallah, then passes along the outer boundary of plot number 5/1-5/2, crosses road and passes along the outer boundary of plot number 32, crosses road, then passes along the outer boundary of plot numbers 39/1-39/2, 30 and meets at point 'E'.

E-A: Line passes through village Bina along the outer boundary of plot number 30, crosses road and passes along the outer boundary of plot numbers 25/1-25/2-25/3, 24, 23, crosses road and passes along the outer boundary of plot numbers 18, 17, crosses road then passes along the outer boundary of plot number 15, road, plot numbers 155, 154/A1-154/A2, 150 then passes along the common village boundary of villages Bina and Bhanegaon and passes through village Bhanegaon along the outer boundary of plot number 13 and meets at starting point 'A'.

[No. 43015/2/98-PRIW]

SANJAY BAHADUR, Director

नई दिल्ली, 17 मई, 2004

का. आ. 1255.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिग्राह्य किए जाने की संभावना है।

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्त करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले रेखांक संख्या एसईसीएल/बीएसपी/जीएम/पीएलजी/भूमि/285, तारीख 6 जनवरी, 2004 का निरीक्षण कलक्टर, अनुपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भार साधक अधिकारी/विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लि., सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे

## अनुसूची

जमुना-कोतमा ब्लॉक "एफ" (पहला विस्तार)

जमुना-कोतमा क्षेत्र

जिला अनुपपुर (मध्य प्रदेश)

(रेखांक संख्या : एसईसीएल/बीएसपी/जीएम/(पीएमजी)/भूमि/285 तारीख 6-1-2004 पूर्वोक्त के लिए अधिसूचित भूमि दर्शाते हुए)

क्र. सं.	ग्राम का नाम	बन्दोबस्त संख्या	तहसील	जिला	क्षेत्र हैक्टेयर में	टिप्पणी
1.	वैखल	463	अनुपपुर	अनुपपुर	225.000	भाग

योग—225.000 हैक्टेयर

योग—225.000 हैक्टेयर (लगभग) या 555.97 एकड़ (लगभग)

## सीमा वर्णन

क-ख रेखा ग्राम दैखल और रकशा की सम्मिलित सीमा पर बिन्दु "क" से आरंभ होती है और ग्राम दैखल से होते हुए बिन्दु "ख" पर मिलती है।

ख-ग-घ रेखा ग्राम दैखल से होकर ग्राम दैखल की पूर्वी सीमा के साथ होते हुए बिन्दु "घ" पर मिलती है।

घ-क रेखा ग्राम दैखल से होते हुए आरंभिक बिन्दु "क" पर मिलती है।

[फ़. सं. 43015/9/2004-पीआरआर/अनुसूची]

संजय बहादुर, निदेशक

New Delhi, the 17th May, 2004

**S.O. 1255.**—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing Number : SECL/BSP/GM(PLG)/LAND/285 dated the 6th January, 2004, of the area covered by this notification can be inspected in the office of the Collector, Anuppur (Madhya Pradesh) or in the office of the Coal Contoller, 1, Council House Street, Kolkata-700001 or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

**SCHEDULE****Jamuna-Kotma Block-"F" (1st Extension)****Jamuna-Kotma Area****District—Anuppur (Madhya Pradesh)**

(Plan No. SECL/BSP/GM(PLG)/LAND/285 dated 6-1-2004 (showing the land notified for prospecting)

Serial number	Name of village	Settlement number	Tahsil	District	Area in hectares	Remarks
1.	Daikhal	463	Anuppur	Anuppur	225.000	Part
Total : 225.000 Hectares						

Total : 225.00 hectares (approximately) or 555.97 Acres (Approximately).

**Boundary description :—**

- A-B Line start from point "A" on the common boundary of village Daikhal and Raksha, then passes through village Daikhal and meets at point "B".
- B-C-D Line passes through village Daikhal, then along the eastern boundary of village Daikhal and meets at point "D".
- D-A Line passes through village Daikhal and meets at the starting point "A"

[F. No.43015/9/2004-PRIW]

SANJAY BAHADUR, Director

**शुद्धि पत्र**

नई दिल्ली, 17 मई, 2004

का. आ. 1256.—भारत के असाधारण राजपत्र तारीख 17 फरवरी, 2004 के भाग II, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 9 से 12 पर प्रकाशित, भारत सरकार, कोयला मंत्रालय की अधिसूचना का. आ. 202(अ) तारीख 17 फरवरी, 2004 में,

पृष्ठ क्रमांक 3, (1) ग्राम आमगांव (भाग) में अर्जित किए जाने वाले खसरा संख्यांक में,  
पंक्ति 2, "150, 180/1क," के स्थान पर "150, 180/1क" पढ़ें।

पंक्ति 3, "180/13, 180/14d" के स्थान पर "180/13, 180/14क" पढ़ें।  
पंक्ति 7, 8 "191/2, 191/3d, 191/3 Ik, " के स्थान पर "191/2, 191/3क 191/3ख," पढ़ें।  
पंक्ति 19, "210/1, 3 210/2," के स्थान पर "210/1, 210/2," पढ़ें।  
पंक्ति 23, "225/4, 225/5, 225/5" के स्थान पर "225/4, 225/5" पढ़ें।  
पृष्ठ क्रमांक 4, पंक्ति 9, "273/1d, 273/1 ख," के स्थान पर "273/1क, 273/1ख," पढ़ें।

पंक्ति 21,	"303/1d, 303/1ख" के स्थान पर "303/1क, 303/1ख" पढ़ें। (2) ग्राम पोंडी (भाग) में अर्जित किए जाने वाले खसरा संख्या में,
पंक्ति 5,	"85/1, 85/2 85/2," के स्थान पर "85/1, 85/2," पढ़ें।
पंक्ति 10,	"104/4, 04/5," के स्थान पर "104/4, 104/5," पढ़ें।
पृष्ठ क्रमांक 5, पंक्ति 31,	"158/14, 168/15," के स्थान पर "158/14, 158/15," पढ़ें।
पंक्ति 45,	"170/1, 170/2, 170/2," के स्थान पर "170/1, 170/2," पढ़ें।
पृष्ठ क्रमांक 6, पंक्ति 4,	"187/1, 87/2," के स्थान पर "187/1, 187/2," पढ़ें।
पंक्ति 46,	"2582/28, 258/29," के स्थान पर "258/28, 258/29," पढ़ें।
पृष्ठ क्रमांक 7, पंक्ति 26,	"362/4, 363/5," के स्थान पर "362/4, 362/5," पढ़ें।
पंक्ति 34,	"396/6, 386/7," के स्थान पर "396/6, 396/7," पढ़ें।
पृष्ठ क्रमांक 9, पंक्ति 1,	(4) ग्राम बाहनपाट (भाग) में अर्जित किए जाने वाले खसरा संख्या में, "4/5, 5/1d, 5/1[k" के स्थान पर "4/5, 5/1 क, 5/1ख" पढ़ें।
पंक्ति 39,	"158/1, 258/2," के स्थान पर "158/1, 258/2," पढ़ें।
पृष्ठ क्रमांक 10, पंक्ति 10,	"225/6, 22/7," के स्थान पर "225/6, 225/7," पढ़ें।
पंक्ति 34,	"306, 207" के स्थान पर "306, 307," पढ़ें।
पृष्ठ क्रमांक 12, सीमा वर्णन में, रेखा अ-ठ-ठ-ड पंक्ति 1,	"पोंडी बाहनपाट पोंडी-भिलाईकलाए" के स्थान पर "पोंडी बाहनपाट, पोंडी-भिलाईकला" पढ़ें।
रेखा ड-ड-ग पंक्ति 2,	"दक्षिण सीमाए" के स्थान पर "दक्षिण सीमा" पढ़ें।
पंक्ति 3,	"दक्षिण पूर्वी सीमाए" के स्थान पर "दक्षिण पूर्वी सीमा" पढ़ें।

रेखा ण-त-थ-द,

पंक्ति 2, "से हेतु हुए" के स्थान पर "से होते हुए" पढ़ें।

पंक्ति 3, "दक्षिण सीमाए" के स्थान पर "दक्षिण सीमा" पढ़ें।

[फा. सं. 43015/18/2000-पीआरआईडब्ल्यू]

संजय बहादुर, निदेशक

## CORRIGENDUM

New Delhi, the 17th May, 2004

S. O. 1256.—In the notification of the Government of India in the Ministry of Coal number S.O. 202 (E), dated the 17th February, 2004, published in the Gazette of India Extraordinary, Part II, section 3, sub-section (ii), at pages 12 to 22,—

In the schedule,—

(i), at page 14,

in khasra numbers to be acquired in village Amgaon

(Part),—

(a) in line 1, for "147/2, 147/03," read "147/2, 147/3," and

(b) in line 7, for "19/2, 196," read "195/2, 196";

(ii) at page 15,—

(a) in line 3, for "211/6, 211/," read "211/6, 211/7";

(b) in line 8, for "225/4, 255/5, 255/5" read "225/4, 225/5"; and

(c) in line 10, for "235/2, 235/," read "235/2, 235/3";

(d) in khasra numbers to be acquired in village Pondi (Part),—

in line 4, for "85/1, 85/2, 85/2," read "85/1, 85/2";

(iii) at page 16,—

(a) in line 36, for "169,170/1, 170/2, 170/2," read "169,170/1, 170/2," and

(b) in line 45, for "193/7, 195/8," read "193/7, 193/8";

(iv) at page 17,—1

(a) in line 24, for "258/27, 2582/28," read "258/27, 258/28," and

(b) in line 46, for "362/4, 363/5," read "362/4, 362/5";

(v) at page 18,

(a) in line 3, for "386/7, 396/8," read "396/7, 396/8," and

(b) in line 32, for "524/9, 524/1," read "524/9, 524/10";

(vi) at page 19, in khasra numbers to be acquired in village Bahanpat (Part),—

(a) in line 29, for "158/1, 258/2," read "158/1, 158/2";

- (b) in line 37, for "199/2, 199/," read "199/2, 199/3,";
- (vii) at page 20,
- (a) in line 3, for "224/2, 225/," read "224/2, 225/1,";
- (b) in line 4, for "225/6, 227/," read "225/6, 225/7,";
- (c) in line 4, for "228/4, 228/," read "228/4, 228/5,";
- (d) in line 6, for "240/4, 240/," read "240/4, 240/5,";
- (e) in line 7, for "240/17, 240/1," read "240/17, 240/18,";
- (f) in line 21, for "277/5, 277/," read "277/5, 277/6, 277/7,";
- (g) in line 22, for "306, 207," read "306, 307," and
- (h) in line 24, for "320/3, 32," read "320/3, 321,";

[F. No. 43015/18/2000-PRIW]

SANJAY BAHADUR, Director

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

## शुद्धि पत्र

नई दिल्ली, 27 मई, 2004

का. आ. 1257.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2389 तारीख 14 अगस्त 2003 में, जो भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) तारीख 23 अगस्त 2003, में पृष्ठ 5827 और 5828 पर प्रकाशित की गई थी, निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की अनुसूची में :—

पृष्ठ 5828 पर गाँव "दुग्नी" के सामने

सर्वे नम्बर "254/1 और 254/2", में क्षेत्रफल "0.01010", के स्थान पर क्षेत्रफल "0.1010", रखा जाएगा।

[फा. सं. आर.-31015/35/2001/-ओ. आर.-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS  
AMENDMENT

New Delhi, the 27th May, 2004

S.O. 1257.—In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2389, dated the 14th August, 2003, published at pages 5828 and 5829, in Part II, section 3, sub-section (ii)

of the Gazette of India, dated the 23rd August, 2003, namely:—

In the Schedule to the said notification :—  
at page 5829, against village "Dugni"  
in survey number "254/1 and 254/2",  
for the area 0.01010, the area "0.1010",  
shall be substituted.

[F. No. R-31015/35/2001-OR-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 27 मई, 2004

का. आ. 1258.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2389 तारीख 14 अगस्त, 2003, जो भारत के राजपत्र तारीख 23 अगस्त, 2003 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में पानेवाडी (मनमाड) से मध्य प्रदेश राज्य में मांगल्या (इंदौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मनमाड पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉरपोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 10 अक्टूबर, 2003 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी किल्लंगमों से मुक्त, भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तहसील : धरमपुरी	जिला: धार	राज्य : मध्यप्रदेश
ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
1	2	3
1 गुजरी	9	0.1080
2 डेहरिया	29/3	0.0830
	20/2	0.0200

1	2	3
3. सिरसोदिया	351/3	0.0500
	350	0.0600
	338	0.0440
	315/2/1	0.0320
	300	0.0540
	294/2 }	0.0990
	294/1 }	
	83	0.4410
	341	0.0580
	190	0.0900
	346	0.1620
	182/10	0.1200
	345	0.1800
	131/3	0.2580
4. चिकट्यावद	501	0.0830
	500	0.0440
5. लोधीपुरा	31	0.0400
	8	0.0400
	195/1/2 }	0.0620
	195/4 }	
	78/1	0.0640
	29/1	0.1080
	121	0.0120
6. दुधी	72	0.0190
	34	0.0840
	27	0.0680
	61	0.0250
	62	0.1700
7. एकलाराखुर्द	23	0.0180
8. गुलझरी	14/1	0.1710
	106	0.0490
	47/1	0.0180
	86	0.1010
	88	0.0180
	99	0.0180
	65/1/1 }	0.4650
	65/3 }	
	65/4/1 }	
	57	0.0878
	53	0.0400
	9	0.0160
	52/5	0.1260
9. बिखरूण	472	0.0220
	462/2 }	0.5590
	462/3 }	
	462/4 }	

1	2	3
	419	0.0450
	326	0.1186
	325/1 }	0.0680
	325/2 }	
	256	0.2490
	488	0.0540
	452/1	0.0070
10. सुन्देल		0.1620
11. साला		
		0.0680
	28/5	0.0350
	28/1	0.0140
	75/1 }	0.0210
	75/1/2 }	
	75/2 }	0.0640
	54 }	
	28/5	0.0620
12. लुन्हेरा	104	0.1070
	134/1	0.0020
	185/2/1	0.0910
13. दुगनी	251/3	0.1310

[ फा. सं. आर. - 35/2001-ओ आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 27th May, 2004

S. O. 1258.—Whereas by notification of the Government of India in the Ministry of petroleum and Natural Gas number S. O. 2389 dated the 14th August, 2003, issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 23rd August, 2003, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Mumbai—Manmad Pipeline Extension Project from Panewadi (Manmad) in the State of Maharashtra to Manglya (Indore) in the State of Madhya Pradesh by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 10th October, 2003;

And whereas the competent authority has, under Sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;



Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in Bharat Petroleum Corporation Limited, free from all encumbrances.

#### SCHEDULE

Tehsil : Dharmपुरi District : Dhar State : Madhya Pradesh

Name of Village	Survey No.	Area in Hectare
1	2	3
1. Gujar	9	0.1080
2. Dehriya	29/3	0.0830
	20/2	0.0200
3. Sirsodiya	351/3	0.0500
	350	0.0600
	338	0.0440
	315/2/1	0.0320
	300	0.0540
	294/2 }	0.0990
	294/3/1 }	
	83	0.4410
	341	0.0580
	190	0.0900
	346	0.1620
	182/10	0.1200
	345	0.1800
	131/3	0.2580
4. Chiktyavad	501	0.0830
	500	0.0440
5. Lodhipura	31	0.0400
	8	0.0400
	195/1/2 }	0.0620
	195/4 }	
	78/1	0.0640
	29/1	0.1080
	121	0.0120
6. Dudhi	72	0.0190
	34	0.0840
	27	0.0680
	61	0.0250

1	2	3
6. Dudhi	62	0.1700
7. Aklarakhurd	23	0.0180
8. Guljhari	14/1	0.1710
	106	0.0490
	47/1	0.0180
	86	0.1010
	88	0.0180
	99	0.0180
	65/1/1 }	0.4650
	65/3 }	
	65/4/1 }	
	57	0.0878
	58	0.0400
	9	0.0160
	52/5	0.1260
9. Bikhrun	472	0.0220
	462/2 }	0.5590
	462/3 }	
	462/4 }	
	419	0.0450
	326	0.1186
	325/1 }	0.0680
	325/2 }	
	256	0.2490
	488	0.0540
	452/1	0.0070
10. Sundrel	724	0.1620
11. Sala	27/3 }	0.0680
	27/4 }	
	27/2/1 }	
	27/1/2KH }	
	28/3	0.0350
	28/1	0.0140
	75/1 }	0.0210
	75/1/2 }	
	75/2 }	
	54	0.0640
	28/5	0.0620
12. Lunhera	104	0.1070
	134/1	0.0020
	185/2/1	0.0910
13. Dugni	251/3	0.1310

[F. No. R-31015/35/2001-OR-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 26 मई, 2004

का. आ. 1259.— केन्द्रीय सरकार, को लोक हित में यह आवश्यक प्रतीत होता है कि उड़िसा राज्य में पारादीप से पश्चिम बंगाल राज्य में हल्दिया तक कच्चे तेल के परिवहन के लिए इंडियन ऑयल कॉरपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए,

और केन्द्रीय सरकार को, उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि जिसके भीतर पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए,

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है,

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के अन्दर पाइपलाइन बिछाने के संबंध में श्री अरविन्द घोष, सक्षम प्राधिकारी, पारादीप हल्दिया पाइपलाइन परियोजना, इंडियन ऑयल कॉरपोरेशन लिमिटेड, कसबेरीया, डाकघर — खंजनचक, पूर्व मिदनापुर — 721602 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस थाना : नन्दकुमार		जिला : पूर्व मिदनापुर		राज्य: पश्चिमी बंगाल	
गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
जलपाई	70	5076	00	01	44
		5077	00	00	20
		5078	00	00	20
		5081	00	06	77
		5082	00	00	90
		5091	00	16	11
		5092	00	03	50
		5093	00	04	93
		5096	00	02	61
		5098	00	07	26
		5099	00	01	61
		5101	00	00	20
		5102	00	02	26
		5103	00	00	20
		5104	00	00	20
		5107	00	00	57
		5283	00	09	71
		5284	00	11	73
		5285	00	06	50
		5286	00	00	99
		5287	00	01	65
		5294	00	00	20
		5295	00	06	32
		5307	00	00	69
		5337	00	15	56
		5347	00	05	62
		5349	00	00	79
		5350	00	06	47
		5351	00	03	39
		5352	00	00	96
		5369	00	01	62
		5371	00	00	98
		5372	00	06	02
		5431	00	01	46
		5501	00	07	19
		5502	00	09	86
		5503	00	02	66
		5504	00	01	01
		5507	00	03	28
		5537	00	04	88
		5538	00	01	15
		5652	00	00	60
		5653	00	03	17
		5654	00	07	21
		5657	00	02	12
		5658	00	02	86
		5865	00	02	15

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		5868	00	00	20
		5867	00	06	11
		5868	00	01	94
		5869	00	00	64
		5871	00	00	25
		5880	00	11	38
		5881	00	12	92
		5882	00	00	46
		5883	00	09	85
		5884	00	00	20
		5906	00	03	04
		5911	00	01	11
		5913	00	10	61
		5914	00	03	37
		5915	00	00	34
		5916	00	00	20
		5923	00	02	21
		5924	00	01	88
		5925	00	02	91
		5926	00	11	69
		5927	00	01	01
		6325	00	03	03
		6796	00	10	77
		6797	00	00	20
		6799	00	00	69
		6800	00	03	87
		6801	00	08	90
		6802	00	01	59
		6803	00	00	92
		6804	00	01	33
		6806	00	16	55
		5075/10010	00	13	87
		5370/10012	00	03	21
		5502/10022	00	02	24
		5537/10024	00	01	35
		5283/10035	00	01	48
		6841	00	02	13
		6853	00	03	38
		6854	00	09	57
		6855	00	01	57
		6856	00	00	20
		6860	00	24	13
		6863	00	14	12
		6869	00	01	78
		6871	00	02	80
शीतलपुर	71	22	00	00	63
		432	00	00	20
		433	00	00	45
		434	00	01	00

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		436	00	05	41
		437	00	10	78
		445	00	01	88
		446	00	02	52
		447	00	07	03
		448	00	03	52
		459	00	01	37
		460	00	04	33
		461	00	08	56
		462	00	00	20
		466	00	11	01
		468	00	08	17
		876	00	01	96
		877	00	01	16
		878	00	01	96
		879	00	00	84
		880	00	00	20
		881	00	14	91
		890	00	00	90
		903	00	06	72
		904	00	39	58
		905	00	01	68
		908	00	08	64
		917	00	07	17
		922	00	05	20
		925	00	00	40
		926	00	03	26
		927	00	03	19
		928	00	02	34
		940	00	00	55
		941	00	09	08
		942	00	06	94
		944	00	04	32
		945	00	05	50
		946	00	04	74
		965	00	12	55
		967	00	00	20
		970	00	01	08
		971	00	03	71
		972	00	00	59
		973	00	03	08
		974	00	01	84
		975	00	04	77
		976	00	04	06
		1035	00	01	64
		1053	00	04	25
		1055	00	01	31
		1489	00	08	05
		1490	00	06	29
		1491	00	02	39
		1492	00	02	25



गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		1493	00	02	03
		1501	00	00	38
		1945	00	00	20
		1946	00	03	34
		1947	00	00	89
		1959	00	01	46
		1968	00	01	65
		1969	00	03	57
		1970	00	01	02
		1980	00	04	59
		1981	00	00	76
		1986	00	05	25
		1988	00	00	23
		2011	00	02	16
		2012	00	01	15
		2013	00	01	46
		2014	00	05	32
		2015	00	00	20
		2036	00	00	53
		2037	00	03	11
		2038	00	02	76
		2039	00	01	88
		2044	00	06	92
		2047	00	09	93
		2049	00	02	44
		2050	00	06	89
		2051	00	06	73
		2052	00	00	30
		2064	00	00	98
		2065	00	14	85
		2071	00	00	96
		2076	00	11	49
		2087	00	07	62
		2088	00	00	31
		2089	00	00	20
		1946/3897	00	01	97
		1947/3909	00	02	13
		1947/3910	00	02	96
		2006/3920	00	02	80
		917/3966	00	09	17
		2510	00	00	20
		2511	00	05	79
		2512	00	01	46
		2513	00	01	95
		2516	00	08	09
		2521	00	03	67
		2522	00	01	89
		2523	00	00	20
		2526	00	00	20
		2546	00	00	96
		2557	00	00	20

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6

		2558	00		
		2559	00	04	54
		2560	00	02	71
		2561	00	02	21
		2562	00	00	44
		2563	00	02	40
		2564	00	02	38
		2566	00	01	60
		2570	00	00	20
		2584	00	01	76
		2585	00	06	80
		2586	00	06	15
		2593	00	01	37
		2594	00	00	20
		2595	00	05	54
		2596	00	02	04
		2521/4142	00	00	49
		2564/4137	00	00	20
		2593/4139	00	00	20
				02	57
भुवानीपुर	73	1671	00	04	59
		1707	00	02	26
		1708	00	06	62
		1709	00	16	51
	00	1710	00	01	13
	00	1712	00	02	95
	00	1713	00	02	86
	00	1717	00	03	01
	00	1718	00	01	05
	00	1724	00	13	25
	00	1725	00	00	43
	00	1726	00	00	50
	00	1732	00	01	68
पुलिस थाना - चण्डीपुर					
सुलतान पुर	75	199	00	00	77
		200	00	01	94
		201	00	01	03
		202	00	00	80
		203	00	02	58
		204	00	03	47
		206	00	00	20
		207	00	05	00
		208	00	02	89
		219	00	04	77
		220	00	04	50
		221	00	00	20
		222	00	01	32

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		224	00	04	65
		225	00	03	87
		227	00	03	06
		228	00	04	35
		229	00	01	26
		235	00	00	20
		236	00	07	51
		237	00	08	43
		268	00	00	98
		269	00	00	20
		270	00	05	92
		271	00	01	88
		272	00	00	73
		273	00	02	64
		274	00	07	31
		275	00	06	96
		314	00	00	20
		315	00	03	38
		316	00	06	53
		317	00	03	67
		318	00	08	49
		968	00	00	20
		970	00	09	48
		971	00	00	20
		974	00	08	22
		975	00	09	75
		980	00	00	20
		981	00	02	44
		427/1856	00	00	78
		976/1892	00	00	20
		1042	00	01	24
		1070	00	05	84
		1071	00	06	84
		1073	00	00	45
		1074	00	07	84
		1075	00	00	05
		1092	00	00	03
		1093	00	02	49
		1094	00	00	18
		1095	00	07	75
		1096	00	07	03
		1116	00	04	06
		1178	00	05	87
		1185	00	04	45
		1186	00	06	83
		1188	00	09	92
		1198	00	10	19
		1199	00	05	94
		1211	00	00	20
		1278	00	01	05
		1279	00	05	06

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		1280	00	06	07
		1281	00	00	20
		1282	00	00	20
		1283	00	05	03
		1284	00	01	91
		1285	00	02	34
		1286	00	02	54
		1303	00	02	85
		1304	00	03	19
		1305	00	06	01
		1306	00	02	26
		1511	00	04	76
		1514	00	00	02
		1515	00	03	36
		1516	00	02	22
		1518	00	03	93
		1519	00	03	69
		1520	00	07	23
		1521	00	05	30
		1522	00	05	65
		1523	00	00	30
		1526	00	00	40
		1590	00	08	34
		1591	00	12	44
		1592	00	12	25
		1593	00	06	05
		1595	00	00	51
		1651	00	09	58
		1653	00	00	96
		1654	00	05	18
		1655	00	01	06
		1656	00	07	84
		1657	00	03	62
		1658	00	05	34
		1659	00	04	31
		1650/1928	00	01	64
वारवाँकी	74	53	00	00	74
		61	00	09	54
		63	00	04	90
		64	00	08	10
		65	00	05	00
		66	00	08	92
		67	00	09	13
		102	00	05	25
		103	00	00	51
		104	00	00	41
		105	00	05	68
		106	00	01	74
		111	00	03	86
		112	00	08	07

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एकर	वर्ग मीटर
1	2	3	4	5	6
		115	00	03	87
		116	00	00	57
		255	00	07	27
		256	00	04	33
		269	00	12	82
		270	00	01	07
		284	00	09	05
		285	00	01	58
		286	00	00	36
		290	00	03	15
		291	00	04	16
		292	00	04	97
		299	00	02	69
		300	00	02	15
		303	00	06	98
		304	00	07	09
		310	00	03	40
		311	00	03	96
		315	00	04	54
		316	00	00	44
		320	00	04	73
		321	00	05	03
		322	00	08	48
		323	00	00	20
		325	00	04	15
		343	00	04	09
		325/731	00	01	00
		326/727	00	04	49
गोमुठा	73	434	00	00	36
		436	00	12	41
		437	00	01	70
		438	00	11	16
		439	00	01	02
		514	00	00	20
		515	00	00	23
		525	00	06	18
		526	00	05	59
		527	00	05	73
		530	00	09	55
		531	00	04	31
		539	00	00	20
		550	00	01	21
		551	00	01	11
		552	00	01	83
		554	00	02	28
		555	00	00	20
		556	00	03	58
		557	00	00	71
		581	00	02	33

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		562	00	02	52
		565	00	02	91
		566	00	00	48
		567	00	00	20
		569	00	00	20
		602	00	03	24
		652	00	01	36
		724	00	03	74
		725	00	06	45
		741	00	01	57
		752	00	00	20
		753	00	03	43
		754	00	06	09
		755	00	01	81
		757	00	00	20
		758	00	02	07
		759	00	02	41
		760	00	02	12
		761	00	02	42
		762	00	00	26
		763	00	01	26
		764	00	02	14
		765	00	00	96
		775	00	16	30
		778	00	00	63
		779	00	04	53
		780	00	03	31
		781	00	00	20
		783	00	05	06
		784	00	00	78
		786	00	00	20
		970	00	00	15
		971	00	04	56
		973	00	00	35
		974	00	08	67
		975	00	08	33
		976	00	00	20
		979	00	01	03
		1055	00	00	20
		1057	00	11	14
		1059	00	03	81
		1060	00	05	14
		1061	00	05	84
		1062	00	01	18
		1066	00	00	82
		1078	00	00	20
		1079	00	02	43
		1080	00	00	07
		1083	00	03	16
		1084	00	00	83
		1086	00	00	20

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		1091	00	01	23
		1092	00	03	34
		1093	00	00	20
		1094	00	04	19
		1095	00	00	20
		1117	00	00	94
		1161	00	05	17
		1162	00	00	24
		1163	00	00	20
		1165	00	08	98
		1166	00	03	13
		1167	00	00	33
		1195	00	00	65
		1198	00	00	39
		1199	00	04	29
		1200	00	01	28
		1201	00	04	42
		1218	00	00	20
		1219	00	05	17
		1220	00	08	00
		1228	00	01	01
		1236	00	07	01
		1237	00	01	89
		1239	00	02	99
		1240	00	00	20
		1241	00	00	20
		1242	00	00	35
		1243	00	00	91
		1244	00	01	11
		1245	00	01	79
		1246	00	00	20
		1247	00	00	14
		1251	00	09	36
		1252	00	00	74
		1749	00	01	36
		1863	00	01	74
सरिपुर	92	416	00	00	20
		417	00	00	38
		426	00	00	20
		427	00	03	63
		429	00	07	95
		433	00	07	00
		434	00	02	44
		435	00	01	01
		436	00	11	48
		437	00	03	33
		438	00	07	00
		454	00	00	20
		455	00	07	51



गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		456	00	15	57
		457	00	00	72
		458	00	02	46
		26/2250	00	00	57
		456/2256	00	01	61
		456/2361	00	04	13
		539	00	00	79
		713	00	01	29
		714	00	04	06
		723	00	03	79
		724	00	08	46
		727	00	02	59
		728	00	01	04
		729	00	00	20
		731	00	09	96
		732	00	04	70
		733	00	01	01
		734	00	02	86
		735	00	03	47
		736	00	13	53
		737	00	04	99
		740	00	03	49
		741	00	01	44
		742	00	01	77
		745	00	01	04
		779	00	00	40
		780	00	00	20
		784	00	00	35
		785	00	00	20
		788	00	01	42
		789	00	03	71
		790	00	02	51
		792	00	06	35
		1710	00	01	31
		1712	00	00	97
		1713	00	12	76
		1717	00	01	64
		1718	00	01	80
		1719	00	00	23
		1720	00	04	29
		1721	00	01	28
		1722	00	01	14
		1723	00	02	14
		1724	00	02	91
		1726	00	00	20
		1725	00	00	65
		1729	00	01	30
		1751	00	05	75
		1752	00	00	20
		1755	00	00	77
		1759	00	01	25

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	घर	वर्ग मीटर
1	2	3	4	5	6
		1768	00	00	62
		1769	00	02	07
		1770	00	04	90
		1771	00	00	69
		1772	00	04	80
		1773	00	00	20
		1774	00	00	20
		1775	00	00	32
		1776	00	03	64
		1777	00	00	20
		1778	00	03	88
		1779	00	01	33
		1809	00	00	20
		1811	00	05	09
		1812	00	00	20
		1839	00	00	20
		1840	00	05	70
		1841	00	00	20
		1843	00	01	54
		1844	00	02	90
		1845	00	01	93
		1846	00	01	42
		1847	00	01	31
		1848	00	00	20
		1849	00	00	44
		1868	00	01	05
		1869	00	00	20
		1879	00	00	80
		1880	00	00	20
		1881	00	02	21
		1882	00	01	30
		1883	00	01	16
		1884	00	03	50
		1885	00	01	81
		1886	00	00	98
		1903	00	01	56
		1904	00	00	20
		1981	00	00	20
		1985	00	00	41
		1986	00	03	68
		1987	00	02	97
		1989	00	00	26
		1990	00	10	10
		1991	00	02	78
		1992	00	07	68
		1993	00	00	20
		1996	00	05	64
		1997	00	00	33
		1998	00	01	48
		1999	00	01	24

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
दामोदरपुर	92	2000	00	01	53
		1812/2284	00	00	20
		300	00	00	20
		310	00	02	25
		311	00	01	21
		312	00	01	51
		313	00	01	60
		323	00	00	43
		324	00	01	55
		341	00	00	20
		358	00	01	33
		359	00	00	63
		362	00	00	20
		363	00	00	35
		364	00	06	35
		365	00	00	20
		367	00	15	63
		369	00	01	01
		370	00	01	84
		371	00	04	51
		385	00	04	68
		386	00	01	38
		387	00	04	74
		388	00	01	61
		389	00	05	31
		415	00	00	69
		418	00	09	81
		419	00	00	33
		421	00	02	42
		422	00	05	29
		424	00	01	29
		425	00	10	72
		435	00	01	79
		937	00	00	69
		1197	00	14	35
		1198	00	00	54
		1228	00	00	79
		1229	00	11	12
		1230	00	03	32
		1231	00	01	46
		1233	00	00	48
		1234	00	03	19
		1235	00	14	08
		1236	00	00	35
		1239	00	14	46
		1240	00	01	38
		1277	00	06	57
		1278	00	14	75
		1282	00	06	57
		1284	00	00	20
		1285	00	02	59

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		1286	00	07	68
		1287	00	12	57
		1288	00	06	22
		1289	00	00	20
		1317	00	01	15
		1346	00	00	28
		1347	00	09	61
		1348	00	07	54
		1349	00	06	43
		1357	00	15	44
		1358	00	06	59
		1359	00	00	33
		1360	00	06	14
		1367	00	00	23
		1368	00	00	20
		1369	00	00	20
		1394	00	01	28
		1395	00	00	20
		1659	00	00	60
		1229/1653	00	01	91
		1278/1701	00	00	22
युरुरि	94	23	00	02	66
		24	00	00	40
		28	00	00	72
		31	00	04	86
		33	00	03	39
		34	00	01	74
		42	00	01	77
		43	00	07	65
		94	00	00	39
		105	00	02	99
		106	00	07	07
		107	00	05	30
		108	00	04	22
		109	00	10	14
		110	00	00	20
		170	00	00	57
		171	00	09	05
		172	00	05	60
		173	00	05	88
		174	00	01	61
		183	00	05	85
		184	00	04	87
		187	00	04	56
		498	00	01	89
		499	00	00	98
		500	00	00	30
		501	00	03	42
		502	00	02	90
		699	00	00	83

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		502/766	00	02	41
गाजीपुर	48	65	00	00	23
		119	00	02	19
		121	00	05	76
		124	00	00	34
		198	00	00	50
		213	00	27	94
		219	00	25	77
		320	00	01	04
		321	00	00	99
		322	00	01	09
		324	00	02	72
		325	00	01	75
		326	00	04	74
		327	00	00	20
		406	00	02	24
		407	00	10	49
		416	00	00	66
		417	00	02	24
		420	00	11	67
		421	00	04	39
		426	00	03	16
		439	00	00	20
		440	00	07	97
		447	00	17	07
		448	00	00	58
		455	00	02	77
		456	00	01	67
		457	00	00	20
		464	00	00	48
		465	00	00	45
		466	00	09	95
		469	00	00	53
		470	00	02	01
		473	00	00	20
		474	00	01	15
		475	00	03	71
		477	00	00	20
		478	00	14	53
		491	00	00	87
		492	00	00	38
		493	00	04	66
		496	00	12	16
		497	00	00	51
		510	00	00	31
		511	00	03	36
		512	00	00	49
		513	00	00	57
		514	00	01	17
		319/753	00	00	26

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एकर	वर्ग मीटर
1	2	3	4	5	6
		465/755	00	09	20
		477/757	00	03	36
		119/771	00	01	71
		323/797	00	00	94
		407/811	00	02	32
		513/819	00	01	44
		513/820	00	00	88
		513/821	00	02	43
चाकनान	47	1	00	02	38
		5	00	00	47
		6	00	09	92
		7	00	03	29
		13	00	01	83
		994	00	00	41
भगवानखाली (भाग-II)	36	291	00	04	43
		292	00	02	79
		293	00	00	28
		294	00	00	76
		295	00	03	64
		296	00	06	14
		297	00	03	36
		298	00	01	05
		299	00	03	03
		783	00	00	20
		794	00	00	90
		795	00	02	29
		796	00	01	45
		797	00	01	43
		798	00	03	57
		799	00	05	83
		801	00	01	18
		802	00	00	46
		803	00	00	49
		816	00	02	35
		817	00	00	20
		818	00	03	56
		819	00	01	08
		820	00	03	79
		824	00	02	82
		825	00	03	78
		826	00	00	20
		827	00	00	88
		828	00	01	21
		829	00	02	37
		830	00	11	93
		835	00	00	38
		836	00	05	56
		840	00	01	13
		841	00	08	22

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		842	00	02	45
		843	00	04	26
		844	00	01	77
		845	00	02	20
		846	00	00	20
		847	00	00	20
		848	00	03	00
		849	00	03	06
		850	00	01	20
		852	00	02	29
		853	00	10	79
		854	00	00	37
		867	00	00	20
		873	00	03	97
		990	00	01	29
		873/1012	00	00	20
		873/1083	00	02	66
		878/1085	00	04	52
		986/1104	00	05	75
		986/1105	00	00	21
विशालचक	37	2	00	09	48
		17	00	00	20
		18	00	02	45
		20	00	01	94
		21	00	02	45
		22	00	01	47
		25	00	00	89
		27	00	04	04
		28	00	02	15
		49	00	00	20
		50	00	01	68
		59	00	02	42
		60	00	02	28
		61	00	03	46
		63	00	03	69
		64	00	03	65
		65	00	13	23
		71	00	00	20
		81	00	04	05
		83	00	02	50
		84	00	04	24
		85	00	01	47
		92	00	08	16
		93	00	02	12
		94	00	02	95
		95	00	03	12
		96	00	01	64
		107	00	03	06
		108	00	09	07
		109	00	02	94



गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		110	00	00	52
		111	00	04	05
		112	00	01	63
		113	00	05	88
		114	00	01	94
		115	00	02	84
		133	00	01	04
		146	00	01	23
		147	00	02	04
		148	00	00	20
		169	00	00	20
		171	00	09	22
		173	00	03	99
		174	00	01	68
		175	00	04	34
		176	00	04	22
		177	00	03	04
		181	00	05	31
		182	00	00	20
		183	00	03	66
		185	00	01	48
		186	00	04	16
		187	00	01	60
		192	00	03	70
		193	00	01	02
		238	00	04	22
		255	00	00	60
भगवानखाली (भाग-I)	38	40	00	03	12
		73	00	03	42
		76	00	05	14
		77	00	00	27
		79	00	03	22
		80	00	00	56
		81	00	00	13
		82	00	01	16
		83	00	01	67
		84	00	00	20
		87	00	02	73
		88	00	02	53
		89	00	06	36
		90	00	06	40
		91	00	02	56
		92	00	00	20
		78/759	00	00	63
पुलिस थाना - भुपतिनगर					
वजयनगर	326	1409	00	04	48
		1410	00	12	06

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		1417	00	00	20
		1420	00	03	35
		1421	00	04	80
		1422	00	00	20
		1424	00	00	65
		1426	00	03	95
		1450	00	22	48
		1451	00	06	10
		1452	00	09	22
		1453	00	03	97
		1454	00	08	64
		1528	00	00	95
		1556	00	10	14
		1557	00	15	53
		1558	00	00	23
		1563	00	00	20
		1564	00	02	73
		1565	00	02	21
		1566	00	00	20
		1572	00	00	49
		1573	00	00	09
		1743	00	05	23
		1746	00	04	27
		1747	00	03	44
		1748	00	00	67
		1750	00	00	20
		1758	00	10	69
		1787	00	01	83
		1821	00	04	72
		1822	00	06	35
		1823	00	04	74
		1832	00	02	68
		1833	00	00	20
		1864	00	00	20
		1865	00	00	77
		1866	00	01	83
		1880	00	09	25
		1881	00	08	58
		1905	00	10	04
		1906	00	07	25
		1908	00	08	74
		1909	00	10	49
		1934	00	00	72
		1942	00	00	26
		1455/2290	00	02	54
		1456/2291	00	00	04
		1572/2318	00	11	31
		1573/2319	00	00	84
		1564/2321	00	04	08
		1564/2322	00	02	66
		1576/2326	00	15	28

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		1576/2327	00	09	77
		1759/2343	00	04	37
		1759/2344	00	19	64
		1746/2352	00	13	49
		1764/2353	00	07	26
		1881/2369	00	02	66
		1881/2370	00	03	19
		1881/2371	00	00	98
		1882/2372	00	01	20
		1879/2391	00	00	20
		1879/2392	00	07	28
		1879/2393	00	10	42
		1879/2394	00	02	07
		1879/2399	00	03	73
		1879/2402	00	05	18
		1909/2403	00	00	65
डिशिमुलिया	335	491	00	17	20
		519	00	14	89
		526	00	01	03
		531	00	00	20
		532	00	03	58
		534	00	05	24
		535	00	08	79
		536	00	11	08
		550	00	11	49
		551	00	14	43
		552	00	00	32
		553	00	05	52
		554	00	00	70
		556	00	01	74
		558	00	01	45
		629	00	05	57
		631	00	08	16
		636	00	01	98
		637	00	14	54
		638	00	00	20
		643	00	08	54
		648	00	00	30
		546/674	00	00	20
		559/675	00	07	27
		637/726	00	01	29
		670/734	00	02	45
		614/794	00	03	33
		532/691	00	20	84
		632/801	00	00	56
		643/803	00	02	62
		550/673	00	00	75
दक्षिण बरोज (भाग -II)	333	339	00	02	86

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		345	00	00	20
		355	00	05	95
		356	00	07	30
		359	00	06	90
		360	00	01	25
		361	00	00	85
		362	00	01	52
		363	00	21	55
		364	00	07	17
		365	00	16	56
		371	00	00	20
		375	00	00	49
		376	00	05	74
		377	00	00	20
		378	00	04	93
		381	00	00	20
		382	00	05	99
		383	00	08	35
		384	00	08	66
		385	00	10	01
		355/901	00	02	26
		380/941	00	00	20
शिमुलबारी	331	2	00	03	37
		4	00	01	20
		5	00	02	35
		18	00	10	97
		22	00	01	82
		23	00	09	95
		71	00	00	20
		72	00	08	33
		78	00	00	88
		79	00	02	78
		81	00	05	21
		82	00	07	83
		86	00	02	46
		120	00	00	29
		470	00	02	26
		72/959	00	03	75
दक्षिन बरोज (भाग -I)	332	25	00	00	20
		28	00	00	22
		29	00	04	30
		30	00	00	20
		32	00	00	72
		33	00	02	52
		34	00	01	09
		37	00	01	71
		38	00	03	50
		39	00	02	93
		40	00	00	92

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		41	00	00	61
		43	00	00	20
		60	00	06	04
		61	00	01	13
		196	00	00	50
		197	00	06	21
		198	00	04	63
		200	00	02	40
		201	00	07	83
		202	00	02	10
		207	00	00	20
		219	00	00	20
		220	00	10	88
		221	00	00	46
		222	00	04	34
		223	00	07	91
		235	00	31	63
		245	00	01	38
		246	00	00	89
		247	00	01	66
		3/259	00	04	23
		128/271	00	01	44
विरिवारी	242	514	00	02	95
		516	00	00	20
		518	00	00	20
		528	00	04	23
		529	00	00	20
		531	00	02	41
		532	00	04	63
		533	00	09	44
		535	00	05	00
		536	00	02	44
		537	00	00	73
		541	00	02	29
		542	00	11	79
		543	00	00	20
		550	00	05	78
		551	00	06	86
		554	00	00	89
		555	00	06	28
		556	00	01	58
		558	00	00	20
		642	00	00	92
		649	00	01	02
		650	00	11	05
		652	00	14	35
		664	00	13	70
		665	00	06	08
		666	00	08	50
		668	00	07	54

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		729	00	01	38
		558/922	00	02	29
जूखिया	240	2001	00	01	45
		2256	00	00	20
		2257	00	02	88
		2258	00	01	09
		2259	00	06	91
		2266	00	05	38
		2267	00	00	20
		2268	00	00	60
		2269	00	00	20
		2273	00	00	38
		2274	00	20	84
		2279	00	06	99
		2317	00	00	89
		2567	00	06	92
		2568	00	04	24
		2569	00	02	32
		2577	00	08	13
		2578	00	06	09
		2585	00	02	26
		2586	00	07	62
		2592	00	03	21
		2593	00	06	20
		2596	00	10	19
		2597	00	03	10
		2598	00	00	75
		2599	00	08	46
		2601	00	00	87
		2608	00	09	19
		2670	00	01	04
		2671	00	05	30
		2672	00	01	04
		2673	00	00	90
		2677	00	12	92
		2678	00	00	71
		2679	00	00	20
		2680	00	13	03
		2687	00	00	91
		2832	00	01	81
		2256/3321	00	04	50
		2256/3331	00	04	11
ईक्षुपत्रिका	225	1525	00	00	97
		1774	00	00	40
		1776	00	04	20
		1788	00	04	80
		1789	00	08	43
		1790	00	07	71

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एकर	वर्ग मीटर
1	2	3	4	5	6
		1814	00	12	43
		1818	00	00	20
		1820	00	07	23
		1821	00	00	20
		1822	00	12	77
		1823	00	01	59
		1829	00	10	86
		1830	00	01	15
		1831	00	00	20
		1840	00	00	20
		1845	00	06	43
		1846	00	08	49
		1847	00	08	09
		1848	00	02	97
		1849	00	02	54
		1850	00	06	96
		1851	00	07	22
		1853	00	08	22
		1854	00	04	25
		1858	00	02	14
		1859	00	04	66
		1860	00	01	82
		1862	00	05	66
		1863	00	03	40
		1893	00	01	32
		1900	00	10	21
		1905	00	05	03
		1906	00	00	20
		1907	00	00	20
		1908	00	01	45
		1918	00	00	70
		2008	00	00	96
शादुल्याचक	229	39	00	04	34
		71	00	06	02
		72	00	01	71
		73	00	00	84
		81	00	00	73
		82	00	00	20
		83	00	01	14
		84	00	02	35
		87	00	03	67
		88	00	02	14
		89	00	00	20
		91	00	00	20
		214	00	00	77
		442	00	10	60
		443	00	02	24
		444	00	07	60
		445	00	02	98
		446	00	01	55



गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		447	00	00	32
		459	00	08	47
		460	00	00	26
		465	00	06	54
		466	00	08	02
		580	00	00	66
		71/833	00	03	70
		82/834	00	00	91
फकिरचक	228	63	00	00	44
		127	00	01	23
		129	00	22	38
		131	00	10	79
		132	00	02	14
		133	00	14	18
		135	00	00	30
		150	00	00	20
		151	00	08	06
		152	00	01	30
		154	00	06	24
		155	00	08	22
		156	00	07	03
		157	00	00	50
		227	00	00	41
		129/279	00	00	20
किसमत वाजकुल	156	1994	00	00	23
		2001	00	01	26
		2002	00	06	35
		2005	00	00	20
		2007	00	06	32
		2008	00	07	26
		2010	00	01	41
		2011	00	10	10
		2012	00	03	13
		2021	00	00	20
		2022	00	03	69
		2023	00	02	99
		2024	00	05	50
		2025	00	01	33
		2026	00	10	33
		2027	00	06	01
		2028	00	07	21
		2029	00	04	61
		2030	00	00	36
		2033	00	10	36
		2034	00	04	65
		2036	00	00	20
		2037	00	00	89
		2038	00	00	20

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		2040	00	00	20
		2041	00	05	81
		2045	00	00	20
		2090	00	00	45
		2091	00	02	70
		2092	00	13	28
		2472	00	02	09
		2473	00	08	99
		2474	00	01	38
		2482	00	01	42
		2483	00	07	10
		2484	00	03	59
		2485	00	02	85
		2486	00	00	28
		2487	00	05	64
		2509	00	01	47
		2510	00	01	68
		2512	00	03	05
		2513	00	00	20
		2514	00	11	68
		2515	00	00	73
		2609	00	01	49
		2986	00	00	20
		2987	00	06	67
		2991	00	00	20
		2992	00	09	93
		2993	00	07	53
		2995	00	10	02
		2996	00	05	93
		2997	00	00	24
		2999	00	00	20
		3008	00	02	15
		3009	00	08	45
		3010	00	00	20
		3012	00	01	83
		3023	00	03	65
		3024	00	04	27
		3026	00	00	20
		3027	00	04	13
		3028	00	04	96
		3029	00	04	77
		3030	00	04	15
		3031	00	10	56
		3032	00	00	20
		3036	00	03	18
		3037	00	00	45
		3038	00	02	01
		3039	00	03	01
		3040	00	00	72
		3041	00	00	20
		3820	00	00	60

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		3036/17049	00	04	57
		3036/17050	00	04	85
		3036/17051	00	00	20
		3039/17052	00	03	65
		3039/17053	00	00	53
		4400	00	00	60
		4450	00	01	53
		4513	00	01	48
		4804	00	00	20
		4805	00	01	22
		4847	00	00	20
		4848	00	00	38
		4849	00	03	53
		4850	00	00	20
		4851	00	07	11
		4852	00	02	02
		4853	00	00	20
		4856	00	12	04
		4857	00	01	21
		4858	00	06	91
		4868	00	05	51
		4893	00	00	20
		4895	00	09	58
		4896	00	01	25
		4897	00	02	18
		4898	00	03	75
		4903	00	00	48
		4929	00	01	36
		4930	00	03	24
		4934	00	03	57
		4935	00	08	33
		4936	00	00	73
		4937	00	03	71
		4938	00	00	76
		4853/17290	00	01	69
		4894/17298	00	01	48
		4898/17299	00	01	86
		4852/17338	00	00	94
		4943/17310	00	00	20
		5257	00	00	20
		5260	00	02	48
		5261	00	05	82
		5270	00	00	20
		5271	00	05	04
		5272	00	07	65
		5273	00	00	90
		5291	00	01	22
		5292	00	02	74
		5294	00	01	03
		5295	00	05	89
		5296	00	06	48

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		5297	00	01	42
		5298	00	02	56
		5299	00	04	39
		5302	00	04	50
		5303	00	04	75
		6610	00	00	20
		6612	00	00	59
		6613	00	15	69
		6615	00	01	28
		6617	00	07	75
		6618	00	02	96
		6619	00	06	24
		6620	00	00	80
		6709	00	01	16
		6710	00	05	88
		6711	00	02	20
		6712	00	09	40
		6732	00	10	34
		6736	00	00	20
		6737	00	07	14
		6740	00	11	51
		6741	00	00	74
		6747	00	05	54
		6748	00	00	20
		6811	00	01	16
		5291/17363	00	00	34
		6711/17571	00	00	20
		8296	00	02	18
		8297	00	03	47
		8298	00	06	75
		8299	00	02	55
		8300	00	02	97
		8301	00	01	36
		8309	00	01	64
		8310	00	02	76
		8311	00	00	73
		8312	00	01	69
		8408	00	01	68
		8481	00	03	80
		8483	00	03	28
		8484	00	03	15
		8485	00	04	33
		8486	00	00	93
		8488	00	01	77
		8491	00	00	20
		8499	00	05	25
		8500	00	08	85
		8501	00	02	92
		8502	00	04	76
		8503	00	01	99
		8523	00	00	20

गौव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		8524	00	09	93
		8534	00	00	20
		8535	00	11	13
		8567	00	00	22
		8568	00	02	48
		8569	00	00	54
		8570	00	02	30
		8571	00	02	70
		8572	00	00	32
		8577	00	07	07
		8578	00	00	81
		8579	00	07	80
		8580	00	00	42
		8581	00	01	03
		8583	00	06	11
		8584	00	07	83
		9106	00	01	25
		9118	00	00	54
		9122	00	00	27
		9123	00	11	31
		9132	00	00	78
		9133	00	00	20
		9134	00	05	67
		9135	00	06	70
		9166	00	05	88
		9167	00	09	96
		9169	00	09	26
		9170	00	03	65
		9189	00	04	31
		9190	00	04	97
		9191	00	00	20
		8572/11405	00	00	58
		8312/17840	00	02	53
		8485/17842	00	01	75
		9133/17862	00	06	51
		15858	00	04	36
		15867	00	16	30
		15868	00	03	99
		15878	00	01	57
		15879	00	12	94
		15880	00	00	20
		15881	00	06	90
		15903	00	05	27
		15904	00	05	91
		15906	00	04	70
		15907	00	03	25
		15909	00	05	58
		15910	00	02	25
		15911	00	02	44
		15913	00	01	75
		15982	00	00	44

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
		15904/16389	00	00	20
		15868/18722	00	09	66

[फा. सं. आर-25011/10/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 26th May, 2004

**S. O. 1259.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude from Paradip in the State of Orissa to Haldia in the State of West Bengal, a pipeline should be laid by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Sri Arabinda Ghosh, Competent Authority, Indian Oil Corporation Limited, Paradip Haldia Crude Oil Pipeline Project, Kasberia, Post office – Khanjanchak, Purba Midnapur – 721602 (West Bengal).

Police Station : Nandakumar		District : Purba Midnapur		State : West-Bengal	
Name of Village	Jurisdiction List No.	Plot. No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
Jalpai	70	5076	00	01	44
		5077	00	00	20
		5078	00	00	20
		5081	00	06	77
		5082	00	00	90
		5091	00	16	11
		5092	00	03	50
		5093	00	04	93
		5096	00	02	61
		5098	00	07	26
		5099	00	01	61
		5101	00	00	20
		5102	00	02	26
		5103	00	00	20
		5104	00	00	20
		5107	00	00	57
		5283	00	09	71
		5284	00	11	73
		5285	00	06	50
		5286	00	00	99
		5287	00	01	65
		5294	00	00	20
		5295	00	06	32
		5307	00	00	69
		5337	00	15	56
		5347	00	05	62
		5349	00	00	79
		5350	00	06	47
		5351	00	03	39
		5352	00	00	96
		5369	00	01	62
		5371	00	00	98
		5372	00	06	02
		5431	00	01	46
		5501	00	07	19
		5502	00	09	86
		5503	00	02	66
		5504	00	01	01
		5507	00	03	28
		5537	00	04	88
		5538	00	01	15
		5652	00	00	60
		5653	00	03	17
		5654	00	07	21
		5657	00	02	12
		5658	00	02	86
		5865	00	02	15



Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		5866	00	00	20
		5867	00	06	11
		5868	00	01	94
		5869	00	00	64
		5871	00	00	25
		5880	00	11	38
		5881	00	12	92
		5882	00	00	46
		5883	00	09	85
		5884	00	00	20
		5906	00	03	04
		5911	00	01	11
		5913	00	10	61
		5914	00	03	37
		5915	00	00	34
		5916	00	00	20
		5923	00	02	21
		5924	00	01	88
		5925	00	02	91
		5926	00	11	69
		5927	00	01	01
		6325	00	03	03
		6796	00	10	77
		6797	00	00	20
		6799	00	00	69
		6800	00	03	87
		6801	00	08	90
		6802	00	01	59
		6803	00	00	92
		6804	00	01	33
		6806	00	16	55
		5075/10010	00	13	87
		5370/10012	00	03	21
		5502/10022	00	02	24
		5537/10024	00	01	35
		5283/10035	00	01	48
		6841	00	02	13
		6853	00	03	38
		6854	00	09	57
		6855	00	01	57
		6856	00	00	20
		6860	00	24	13
		6863	00	14	12
		6869	00	01	78
		6871	00	02	80
Shitalpur	71	22	00	00	63
		432	00	00	20
		433	00	00	45
		434	00	01	00

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		436	00	05	41
		437	00	10	78
		445	00	01	88
		446	00	02	52
		447	00	07	03
		448	00	03	52
		459	00	01	37
		460	00	04	33
		461	00	08	56
		462	00	00	20
		466	00	11	01
		468	00	08	17
		876	00	01	96
		877	00	01	16
		878	00	01	96
		879	00	00	84
		880	00	00	20
		881	00	14	91
		890	00	00	90
		903	00	06	72
		904	00	39	58
		905	00	01	68
		908	00	08	64
		917	00	07	17
		922	00	05	20
		925	00	00	40
		926	00	03	26
		927	00	03	19
		928	00	02	34
		940	00	00	55
		941	00	09	08
		942	00	06	94
		944	00	04	32
		945	00	05	50
		946	00	04	74
		965	00	12	55
		967	00	00	20
		970	00	01	08
		971	00	03	71
		972	00	00	59
		973	00	03	08
		974	00	01	84
		975	00	04	77
		976	00	04	06
		1035	00	01	64
		1053	00	04	25
		1055	00	01	31
		1489	00	08	05
		1490	00	06	29
		1491	00	02	39
		1492	00	02	25

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1493	00	02	03
		1501	00	00	38
		1945	00	00	20
		1946	00	03	34
		1947	00	00	89
		1959	00	01	46
		1968	00	01	65
		1969	00	03	57
		1970	00	01	02
		1980	00	04	59
		1981	00	00	76
		1986	00	05	25
		1988	00	00	23
		2011	00	02	16
		2012	00	01	15
		2013	00	01	46
		2014	00	05	32
		2015	00	00	20
		2036	00	00	53
		2037	00	03	11
		2038	00	02	76
		2039	00	01	68
		2044	00	06	92
		2047	00	09	93
		2049	00	02	44
		2050	00	06	89
		2051	00	06	73
		2052	00	00	30
		2064	00	00	98
		2065	00	14	85
		2071	00	00	96
		2076	00	11	49
		2087	00	07	62
		2088	00	00	31
		2089	00	00	20
		1946/3897	00	01	97
		1947/3909	00	02	13
		1947/3910	00	02	96
		2006/3920	00	02	80
		917/3966	00	09	17
		2510	00	00	20
		2511	00	05	79
		2512	00	01	46
		2513	00	01	95
		2516	00	08	09
		2521	00	03	67
		2522	00	01	89
		2523	00	00	20
		2526	00	00	20
		2546	00	00	96
		2557	00	00	20

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		2558	00	04	54
		2559	00	02	71
		2560	00	02	21
		2561	00	00	44
		2562	00	02	40
		2563	00	02	38
		2564	00	01	60
		2566	00	00	20
		2570	00	01	76
		2584	00	06	80
		2585	00	06	15
		2586	00	01	37
		2593	00	00	20
		2594	00	05	54
		2595	00	02	04
		2596	00	00	49
		2521/4142	00	00	20
		2564/4137	00	00	20
		2593/4139	00	02	57

Bhabanipur

73

1671	00	04	59
1707	00	02	26
1708	00	06	62
1709	00	16	51
1710	00	01	13
1712	00	02	95
1713	00	02	86
1717	00	03	01
1718	00	01	05
1724	00	13	25
1725	00	00	43
1726	00	00	50
1732	00	01	68

Police Station - Chandipur

Sultanpur

75

199	00	00	77
200	00	01	94
201	00	01	03
202	00	00	80
203	00	02	58
204	00	03	47
206	00	00	20
207	00	05	00
208	00	02	89
219	00	04	77
220	00	04	50
221	00	00	20
222	00	01	32

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		224	00	04	65
		225	00	03	87
		227	00	03	06
		228	00	04	35
		229	00	01	26
		235	00	00	20
		236	00	07	51
		237	00	08	43
		268	00	00	98
		269	00	00	20
		270	00	05	92
		271	00	01	88
		272	00	00	73
		273	00	02	64
		274	00	07	31
		275	00	06	96
		314	00	00	20
		315	00	03	38
		316	00	06	53
		317	00	03	67
		318	00	08	49
		968	00	00	20
		970	00	09	48
		971	00	00	20
		974	00	08	22
		975	00	09	75
		980	00	00	20
		981	00	02	44
		427/1856	00	00	78
		976/1892	00	00	20
		1042	00	01	24
		1070	00	05	84
		1071	00	06	84
		1073	00	00	45
		1074	00	07	84
		1075	00	00	05
		1092	00	00	03
		1093	00	02	49
		1094	00	00	18
		1095	00	07	75
		1096	00	07	03
		1116	00	04	06
		1178	00	05	87
		1185	00	04	45
		1186	00	06	83
		1188	00	09	92
		1198	00	10	19
		1199	00	05	94
		1211	00	00	20
		1278	00	01	05
		1279	00	05	06

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1280	00	06	07
		1281	00	00	20
		1282	00	00	20
		1283	00	05	03
		1284	00	01	91
		1285	00	02	34
		1286	00	02	54
		1303	00	02	85
		1304	00	03	19
		1305	00	06	01
		1306	00	02	26
		1511	00	04	76
		1514	00	00	02
		1515	00	03	36
		1516	00	02	22
		1518	00	03	93
		1519	00	03	69
		1520	00	07	23
		1521	00	05	30
		1522	00	05	65
		1523	00	00	30
		1526	00	00	40
		1590	00	08	34
		1591	00	12	44
		1592	00	12	25
		1593	00	06	05
		1595	00	00	51
		1651	00	09	58
		1653	00	00	96
		1654	00	05	18
		1655	00	01	06
		1656	00	07	84
		1657	00	03	62
		1658	00	05	34
		1659	00	04	31
		1650/1928	00	01	64
Barbanki	74	53	00	00	74
		61	00	09	54
		63	00	04	90
		64	00	08	10
		65	00	05	00
		66	00	08	92
		67	00	09	13
		102	00	05	25
		103	00	00	51
		104	00	00	41
		105	00	05	68
		106	00	01	74
		111	00	03	86
		112	00	08	07

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		115	00	03	87
		116	00	00	57
		255	00	07	27
		256	00	04	33
		269	00	12	82
		270	00	01	07
		284	00	09	05
		285	00	01	58
		286	00	00	36
		290	00	03	15
		291	00	04	16
		292	00	04	97
		299	00	02	69
		300	00	02	15
		303	00	06	98
		304	00	07	09
		310	00	03	40
		311	00	03	96
		315	00	04	54
		316	00	00	44
		320	00	04	73
		321	00	05	03
		322	00	08	48
		323	00	00	20
		325	00	04	15
		343	00	04	09
		325/731	00	01	00
		326/727	00	04	49
Gomutha	73	434	00	00	36
		436	00	12	41
		437	00	01	70
		438	00	11	16
		439	00	01	02
		514	00	00	20
		515	00	00	23
		525	00	06	18
		526	00	05	59
		527	00	05	73
		530	00	09	55
		531	00	04	31
		539	00	00	20
		550	00	01	21
		551	00	01	11
		552	00	01	00
		554	00	02	00
		555	00	00	00
		556	00	03	58
		557	00	00	71
		561	00	02	33

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		562	00	02	52
		565	00	02	91
		566	00	00	46
		567	00	00	20
		569	00	00	20
		602	00	03	24
		652	00	01	36
		724	00	03	74
		725	00	06	45
		741	00	01	57
		752	00	00	20
		753	00	03	43
		754	00	06	09
		755	00	01	81
		757	00	00	20
		758	00	02	07
		759	00	02	41
		760	00	02	12
		761	00	02	42
		762	00	00	26
		763	00	01	26
		764	00	02	14
		765	00	00	96
		775	00	16	30
		778	00	00	63
		779	00	04	53
		780	00	03	31
		781	00	00	20
		783	00	05	06
		784	00	00	78
		786	00	00	20
		970	00	00	15
		971	00	04	56
		973	00	00	35
		974	00	08	67
		975	00	08	33
		976	00	00	20
		979	00	01	03
		1055	00	00	20
		1057	00	11	14
		1059	00	03	81
		1060	00	05	14
		1061	00	05	84
		1062	00	01	18
		1066	00	00	82
		1078	00	00	20
		1079	00	02	43
		1080	00	00	07
		1083	00	03	16
		1084	00	00	83
		1086	00	00	20



Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1091	00	01	23
		1092	00	03	34
		1093	00	00	20
		1094	00	04	19
		1095	00	00	20
		1117	00	00	94
		1161	00	05	17
		1162	00	00	24
		1163	00	00	20
		1165	00	08	98
		1166	00	03	13
		1167	00	00	33
		1195	00	00	65
		1198	00	00	39
		1199	00	04	29
		1200	00	01	28
		1201	00	04	42
		1218	00	00	20
		1219	00	05	17
		1220	00	08	00
		1228	00	01	01
		1236	00	07	01
		1237	00	01	89
		1239	00	02	99
		1240	00	00	20
		1241	00	00	20
		1242	00	00	35
		1243	00	00	91
		1244	00	01	11
		1245	00	01	79
		1246	00	00	20
		1247	00	00	14
		1251	00	09	36
		1252	00	00	74
		1749	00	01	36
		1863	00	01	74
Saripur	92	416	00	00	20
		417	00	00	38
		426	00	00	20
		427	00	03	63
		429	00	07	95
		433	00	07	00
		434	00	02	44
		435	00	01	01
		436	00	11	48
		437	00	03	33
		438	00	07	00
		454	00	00	20
		455	00	07	51

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		456	00	15	57
		457	00	00	72
		458	00	02	46
		26/2250	00	00	57
		456/2256	00	01	61
		456/2361	00	04	13
		539	00	00	79
		713	00	01	29
		714	00	04	06
		723	00	03	79
		724	00	08	46
		727	00	02	59
		728	00	01	04
		729	00	00	20
		731	00	09	96
		732	00	04	70
		733	00	01	01
		734	00	02	86
		735	00	03	47
		736	00	13	53
		737	00	04	99
		740	00	03	49
		741	00	01	44
		742	00	01	77
		745	00	01	04
		779	00	00	40
		780	00	00	20
		784	00	00	35
		785	00	00	20
		788	00	01	42
		789	00	03	71
		790	00	02	51
		792	00	06	35
		1710	00	01	31
		1712	00	00	97
		1713	00	12	76
		1717	00	01	64
		1718	00	01	80
		1719	00	00	23
		1720	00	04	29
		1721	00	01	28
		1722	00	01	14
		1723	00	02	14
		1724	00	02	91
		1726	00	00	20
		1725	00	00	65
		1729	00	01	30
		1751	00	05	75
		1752	00	00	20
		1755	00	00	77
		1759	00	01	25

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1768	00	00	62
		1769	00	02	07
		1770	00	04	90
		1771	00	00	69
		1772	00	04	80
		1773	00	00	20
		1774	00	00	20
		1775	00	00	32
		1776	00	03	64
		1777	00	00	20
		1778	00	03	88
		1779	00	01	33
		1809	00	00	20
		1811	00	05	09
		1812	00	00	20
		1839	00	00	20
		1840	00	05	70
		1841	00	00	20
		1843	00	01	54
		1844	00	02	90
		1845	00	01	93
		1846	00	01	42
		1847	00	01	31
		1848	00	00	20
		1849	00	00	44
		1868	00	01	05
		1869	00	00	20
		1879	00	00	80
		1880	00	00	20
		1881	00	02	21
		1882	00	01	30
		1883	00	01	16
		1884	00	03	50
		1885	00	01	81
		1886	00	00	98
		1903	00	01	56
		1904	00	00	20
		1981	00	00	20
		1985	00	00	41
		1986	00	03	68
		1987	00	02	07
		1989	00	00	26
		1990	00	10	10
		1991	00	02	78
		1992	00	07	68
		1993	00	00	20
		1996	00	05	64
		1997	00	00	33
		1998	00	01	48
		1999	00	01	24

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
Damodarpur	93	2000	00	01	53
		1812/2264	00	00	20
		309	00	00	20
		310	00	02	25
		311	00	01	21
		312	00	01	51
		313	00	01	60
		323	00	00	43
		324	00	01	55
		341	00	00	20
		358	00	01	33
		359	00	00	63
		362	00	00	20
		363	00	00	85
		364	00	06	35
		365	00	00	20
		367	00	15	63
		369	00	01	01
		370	00	01	84
		371	00	04	51
		385	00	04	68
		386	00	01	38
		387	00	04	74
		388	00	01	61
		389	00	05	31
		415	00	00	69
		418	00	09	81
		419	00	00	33
		421	00	02	42
		422	00	05	29
		424	00	01	29
		425	00	10	72
		435	00	01	79
		937	00	00	69
		1197	00	14	35
		1198	00	00	54
		1228	00	00	79
		1229	00	11	12
		1230	00	03	32
		1231	00	01	46
		1233	00	00	48
		1234	00	03	19
		1235	00	14	08
		1236	00	00	35
		1239	00	14	46
		1240	00	01	38
		1277	00	06	57
		1278	00	14	75
		1282	00	06	57
		1284	00	00	20
		1285	00	02	59

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1286	00		68
		1287	00		57
		1288	00		22
		1289	00	00	20
		1317	00	01	15
		1346	00	00	28
		1347	00	09	61
		1348	00	07	54
		1349	00	06	43
		1357	00	15	44
		1358	00	06	59
		1359	00	00	33
		1360	00	06	14
		1387	00	00	23
		1388	00	00	20
		1389	00	00	20
		1394	00	01	28
		1395	00	00	20
		1659	00	00	60
		1229/1653	00	01	91
		1278/1701	00	00	22
Unuri	94	23	00	02	66
		24	00	00	40
		28	00	00	72
		31	00	04	86
		33	00	03	39
		34	00	01	74
		42	00	01	77
		43	00	07	65
		94	00	00	39
			00	02	99
			00	07	07
		107	00	05	30
		108	00	04	22
		109	00	10	14
		110	00	00	20
		170	00	00	57
		171	00	09	05
		172	00	05	60
		173	00	05	88
		174	00	01	61
		183	00	05	85
		184	00	04	87
		187	00	04	56
		498	00	01	89
		499	00	00	98
		500	00	00	30
		501	00	03	42
		502	00	02	90
		699	00	00	83

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		502/766	00	02	41
Gazipur	48	05	00	00	23
		119	00	02	19
		121	00	05	76
		124	00	00	34
		198	00	00	50
		213	00	27	94
		219	00	25	77
		320	00	01	04
		321	00	00	99
		322	00	04	09
		323	00	02	72
		324	00	01	75
		325	00	04	74
		327	00	00	20
		406	00	02	24
		407	00	10	49
		416	00	00	66
		417	00	02	24
		420	00	11	67
		421	00	04	39
		426	00	03	16
		439	00	00	20
		440	00	07	97
		447	00	17	07
		448	00	00	58
		455	00	02	77
		456	00	01	67
		457	00	00	20
		464	00	00	48
		465	00	00	45
		466	00	09	95
		469	00	00	53
		470	00	02	01
		471	00	00	20
		472	00	01	15
		475	00	03	71
		477	00	00	20
		478	00	14	53
		491	00	00	87
		492	00	00	38
		493	00	04	66
		496	00	12	16
		497	00	00	51
		510	00	00	31
		511	00	03	36
		512	00	00	49
		513	00	00	57
		514	00	01	17
		319/753	00	00	26

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		465/755	00	09	20
		477/757	00	03	36
		119/771	00	01	71
		323/797	00	00	94
		407/811	00	02	32
		513/819	00	01	44
		513/820	00	00	88
		513/821	00	02	43
Chaknan	47	1	00	02	38
		5	00	00	47
		6	00	09	92
		7	00	03	29
		13	00	01	43
		994	00	00	41
Bhagabankhali (Part -II)	36	291	00	04	43
		292	00	02	79
		293	00	00	28
		294	00	00	76
		295	00	03	64
		296	00	06	14
		297	00	03	36
		298	00	01	05
		299	00	03	03
		783	00	00	20
		794	00	00	90
		795	00	02	29
		796	00	01	45
		797	00	01	43
		798	00	03	57
		799	00	05	83
		801	00	01	18
		802	00	00	46
		803	00	00	49
		816	00	02	35
		817	00	00	20
		818	00	03	55
		819	00	01	08
		820	00	03	79
		824	00	02	82
		825	00	03	78
		826	00	00	20
		827	00	00	88
		828	00	01	21
		829	00	02	37
		830	00	11	93
		835	00	00	38
		836	00	05	56
		840	00	01	13
		841	00	08	22

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		842	00	02	45
		843	00	04	26
		844	00	01	77
		845	00	02	20
		846	00	00	20
		847	00	00	20
		848	00	03	00
		849	00	03	06
		850	00	01	20
		852	00	02	29
		853	00	10	79
		854	00	00	37
		867	00	00	20
		873	00	03	97
		990	00	01	29
		873/1012	00	00	20
		873/1083	00	02	66
		878/1085	00	04	52
		986/1104	00	05	75
		986/1105	00	00	21
Bishalchak	37	2	00	09	48
		17	00	00	20
		18	00	02	45
		20	00	01	94
		21	00	02	45
		22	00	01	47
		25	00	00	89
		27	00	04	04
		28	00	02	15
		49	00	00	20
		50	00	01	68
		59	00	02	42
		60	00	02	28
		61	00	03	46
		63	00	03	69
		64	00	03	65
		65	00	13	23
		71	00	00	20
		81	00	04	05
		83	00	02	50
		84	00	04	24
		85	00	01	47
		92	00	08	16
		93	00	02	12
		94	00	02	95
		95	00	03	12
		96	00	01	64
		107	00	03	06
		108	00	09	07
		109	00	02	94



Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		110	00	00	52
		111	00	04	05
		112	00	01	63
		113	00	05	88
		114	00	01	94
		115	00	02	84
		133	00	01	04
		146	00	01	23
		147	00	02	04
		148	00	00	20
		169	00	00	20
		171	00	09	22
		173	00	03	99
		174	00	01	68
		175	00	04	34
		176	00	04	22
		177	00	03	04
		181	00	05	31
		182	00	00	20
		183	00	03	66
		185	00	01	48
		186	00	04	16
		187	00	01	60
		192	00	03	70
		193	00	01	02
		238	00	04	22
		255	00	00	60
Bhagabankhali (Part -I)	38	40	00	03	12
		73	00	03	42
		76	00	05	14
		77	00	00	27
		79	00	03	22
		80	00	00	56
		81	00	00	13
		82	00	01	16
		83	00	01	67
		84	00	00	20
		87	00	02	73
		88	00	02	53
		89	00	06	36
		90	00	06	40
		91	00	02	56
		92	00	00	20
			78/759	00	00
Police Station - Bhupatinagar					
Bijoynagar	326	1409	00	04	48
		1410	00	12	06

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1417	00	00	20
		1420	00	03	35
		1421	00	04	80
		1422	00	00	20
		1424	00	00	65
		1426	00	03	95
		1450	00	22	48
		1451	00	06	10
		1452	00	09	22
		1453	00	03	97
		1454	00	08	64
		1528	00	00	95
		1556	00	10	14
		1557	00	15	53
		1558	00	00	23
		1563	00	00	20
		1564	00	02	73
		1565	00	02	21
		1566	00	00	20
		1572	00	00	49
		1573	00	00	09
		1743	00	05	23
		1746	00	04	27
		1747	00	03	44
		1748	00	00	67
		1750	00	00	20
		1758	00	10	69
		1787	00	01	83
		1821	00	04	72
		1822	00	06	35
		1823	00	04	74
		1832	00	02	68
		1833	00	00	20
		1864	00	00	20
		1865	00	00	77
		1866	00	01	83
		1880	00	09	25
		1881	00	08	58
		1905	00	10	04
		1906	00	07	25
		1908	00	08	74
		1909	00	10	49
		1934	00	00	72
		1942	00	00	26
		1455/2290	00	02	54
		1456/2291	00	00	04
		1572/2318	00	11	31
		1573/2319	00	00	84
		1564/2321	00	04	08
		1564/2322	00	02	66
		1576/2326	00	15	28

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1576/2327	00	09	77
		1759/2343	00	04	37
		1759/2344	00	19	64
		1746/2352	00	13	49
		1764/2353	00	07	26
		1881/2369	00	02	66
		1881/2370	00	03	19
		1881/2371	00	00	98
		1882/2372	00	01	20
		1879/2391	00	00	20
		1879/2392	00	07	28
		1879/2393	00	10	42
		1879/2394	00	02	07
		1879/2399	00	03	73
		1879/2402	00	05	18
		1909/2403	00	00	65
Disimulia	335	491	00	17	20
		519	00	14	89
		526	00	01	03
		531	00	00	20
		532	00	03	58
		534	00	05	24
		535	00	08	79
		536	00	11	08
		550	00	11	49
		551	00	14	43
		552	00	00	32
		553	00	05	52
		554	00	00	70
		556	00	01	74
		558	00	01	45
		629	00	05	57
		631	00	08	16
		636	00	01	98
		637	00	14	54
		638	00	00	20
		643	00	08	54
		648	00	00	30
		546/674	00	00	20
		559/675	00	07	27
		637/726	00	01	29
		670/734	00	02	45
		614/794	00	03	33
		532/691	00	20	84
		632/801	00	00	56
		643/803	00	02	62
		550/673	00	00	75
Dakshminbaraj(Part-II)	333	339	00	02	86

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		345	00	00	20
		355	00	05	95
		356	00	07	30
		359	00	06	90
		360	00	01	25
		361	00	00	85
		362	00	01	52
		363	00	21	55
		364	00	00	17
		365	00	00	56
		371	00	00	20
		375	00	00	49
		376	00	05	74
		377	00	00	20
		378	00	04	93
		381	00	00	20
		382	00	05	99
		383	00	08	35
		384	00	08	66
		385	00	10	01
		355/901	00	02	26
		380/941	00	00	20
Simulbari	331	2	00	03	37
		4	00	01	20
		5	00	02	35
		18	00	10	97
		22	00	01	82
		23	00	09	95
		71	00	00	20
		72	00	08	33
		78	00	00	88
		79	00	02	78
		81	00	05	21
		82	00	07	83
		86	00	02	46
		120	00	00	29
		470	00	02	26
		72/959	00	03	75
Dakshminbaraj (Part-I)	332	25	00	00	20
		28	00	00	22
		29	00	04	30
		30	00	00	20
		32	00	00	72
		33	00	02	52
		34	00	01	09
		37	00	01	71
		38	00	03	50
		39	00	02	93
		40	00	00	92

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		41	00	00	61
		43	00	00	20
		60	00	06	04
		61	00	01	13
		196	00	00	50
		197	00	06	21
		198	00	04	63
		200	00	02	40
		201	00	07	83
		202	00	02	10
		207	00	00	20
		219	00	00	20
		220	00	10	88
		221	00	00	46
		222	00	04	34
		223	00	07	91
		235	00	31	63
		245	00	01	38
		246	00	00	89
		247	00	01	66
		3/259	00	04	23
		128/271	00	01	44
Biribari	242	514	00	02	95
		516	00	00	20
		518	00	00	20
		528	00	04	23
		529	00	00	20
		531	00	02	41
		532	00	04	63
		533	00	09	44
		535	00	05	00
		536	00	02	44
		537	00	00	73
		541	00	02	29
		542	00	11	79
		543	00	00	20
		550	00	05	78
		551	00	06	86
		554	00	00	89
		555	00	06	28
		556	00	01	58
		558	00	00	20
		642	00	00	92
		649	00	01	02
		650	00	11	05
		652	00	14	35
		664	00	13	70
		665	00	06	08
		666	00	08	50
		668	00	07	54

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		729	00	01	38
		558/922	00	02	29
Jukhia	240	2201	00		45
		2256	00		20
		2257	00	02	88
		2258	00	01	09
		2259	00	06	91
		2266	00	05	38
		2267	00	00	20
		2268	00	00	60
		2269	00	00	20
		2273	00	00	38
		2274	00	20	84
		2279	00	06	99
		2317	00	00	89
		2567	00		92
		2568	00		24
		2569	00	02	32
		2577	00	08	13
		2578	00	06	09
		2585	00	02	26
		2586	00	07	62
		2592	00	03	21
		2593	00	06	20
		2596	00	10	19
		2597	00	03	10
		2598	00	00	75
		2599	00	08	46
		2601	00	00	87
		2608	00	09	19
		2670	00	01	04
		2671	00	05	30
		2672	00	01	04
		2673	00	00	90
		2677	00	12	92
		2678	00	00	71
		2679	00	00	20
		2680	00	13	03
		2687	00	00	91
		2832	00	01	81
		2256/3321	00	04	50
		2256/3331	00	04	11
Ikshupatrika	225	1525	00	00	97
		1774	00	00	40
		1776	00	04	20
		1788	00	04	80
		1789	00	08	43
		1790	00	07	71

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		1814	00	12	43
		1818	00	00	20
		1820	00	07	23
		1821	00	00	20
		1822	00	12	77
		1823	00	01	59
		1829	00	10	86
		1830	00	01	15
		1831	00	00	20
		1840	00	00	20
		1845	00	06	43
		1846	00	08	49
		1847	00	08	09
		1848	00	02	97
		1849	00	02	54
		1850	00	06	96
		1851	00	07	22
		1853	00	08	22
		1854	00	04	25
		1858	00	02	14
		1859	00	04	66
		1860	00	01	82
		1862	00	05	66
		1863	00	03	40
		1893	00	01	32
		1900	00	10	21
		1905	00	05	03
		1906	00	00	20
		1907	00	00	20
		1908	00	01	45
		1918	00	00	70
		2008	00	00	96
Sadulyachak	229	39	00	04	34
		71	00	06	02
		72	00	01	71
		73	00	00	84
		81	00	00	73
		82	00	00	20
		83	00	01	14
		84	00	02	35
		87	00	03	67
		88	00	02	14
		89	00	00	20
		91	00	00	20
		214	00	00	77
		442	00	10	00
		443	00	02	24
		444	00	07	60
		445	00	02	98
		446	00	01	55

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		447	00	00	32
		459	00	08	47
		460	00	00	26
		465	00	06	54
		466	00	08	02
		580	00	00	66
		71/833	00	03	70
		82/834	00	00	91
Fakirchak	228	63	00	00	44
		127	00	01	23
		129	00	22	38
		131	00	10	79
		132	00	02	14
		133	00	14	18
		135	00	00	30
		150	00	00	20
		151	00	08	06
		152	00	01	30
		154	00	06	24
		155	00	08	22
		156	00	07	03
		157	00	00	50
		227	00	00	41
		129/279	00	00	20
Kismatbajkul	156	1994	00	00	23
		2001	00	01	26
		2002	00	06	35
		2005	00	00	20
		2007	00	06	32
		2008	00	07	26
		2010	00	01	41
		2011	00	10	10
		2012	00	03	13
		2021	00	00	20
		2022	00	03	69
		2023	00	02	99
		2024	00	05	50
		2025	00	01	33
		2026	00	10	33
		2027	00	06	01
		2028	00	07	21
		2029	00	04	61
		2030	00	00	36
		2033	00	10	36
		2034	00	04	65
		2036	00	00	20
		2037	00	00	89
		2038	00	00	20



Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		2040	00	00	20
		2041	00	05	81
		2045	00	00	20
		2090	00	00	45
		2091	00	02	70
		2092	00	13	28
		2472	00	02	09
		2473	00	08	99
		2474	00	01	38
		2482	00	01	42
		2483	00	07	10
		2484	00	03	59
		2485	00	02	85
		2486	00	00	26
		2487	00	05	64
		2509	00	01	47
		2510	00	01	68
		2512	00	03	05
		2513	00	00	20
		2514	00	11	68
		2515	00	00	73
		2609	00	01	49
		2986	00	00	20
		2987	00	06	67
		2991	00	00	20
		2992	00	09	93
		2993	00	07	53
		2995	00	10	02
		2996	00	05	93
		2997	00	00	24
		2999	00	00	20
		3008	00	02	15
		3009	00	08	45
		3010	00	00	20
		3012	00	01	83
		3023	00	03	65
		3024	00	04	27
		3026	00	00	20
		3027	00	04	13
		3028	00	04	96
		3029	00	04	77
		3030	00	04	15
		3031	00	10	56
		3032	00	00	20
		3036	00	03	16
		3037	00	00	45
		3038	00	02	01
		3039	00	03	01
		3040	00	00	72
		3041	00	00	20
		3620	00	00	60

Name of Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
		3036/17049	00	04	57
		3036/17050	00	04	85
		3036/17051	00	00	20
		3039/17052	00	03	65
		3039/17053	00	00	53
		4400	00	00	60
		4450	00	01	53
		4513	00	01	48
		4804	00	00	20
		4805	00	01	22
		4847	00	00	20
		4848	00	00	38
		4849	00	03	53
		4850	00	00	20
		4851	00	07	11
		4852	00	02	02
		4853	00	00	20
		4856	00	12	04
		4857	00	01	21
		4858	00	06	91
		4868	00	05	51
		4893	00	00	20
		4895	00	09	58
		4896	00	01	25
		4897	00	02	18
		4898	00	03	75
		4903	00	00	48
		4929	00	01	36
		4930	00	03	24
		4934	00	03	57
		4935	00	08	33
		4936	00	00	73
		4937	00	03	71
		4938	00	00	76
		4853/17290	00	01	69
		4894/17298	00	01	48
		4898/17299	00	01	86
		4852/17338	00	00	94
		4943/17310	00	00	20
		5257	00	00	20
		5260	00	02	48
		5261	00	05	82
		5270	00	00	20
		5271	00	05	04
		5272	00	07	65
		5273	00	00	90
		5291	00	01	22
		5292	00	02	74
		5294	00	01	03
		5295	00	05	89
		5296	00	06	48

1	2	3	4	5	6
		5297	00	01	42
		5298	00	02	56
		5299	00	04	39
		5302	00	04	50
		5303	00	04	75
		6610	00	00	20
		6612	00	00	59
		6613	00	15	69
		6615	00	01	28
		6617	00	07	75
		6618	00	02	96
		6619	00	06	24
		6620	00	00	80
		6709	00	01	16
		6710	00	05	88
		6711	00	02	20
		6712	00	09	40
		6732	00	10	34
		6736	00	00	20
		6737	00	07	14
		6740	00	11	51
		6741	00	00	74
		6747	00	05	54
		6748	00	00	20
		6811	00	01	16
		5291/17363	00	00	34
		6711/17571	00	00	20
		8296	00	02	18
		8297	00	03	47
		8298	00	06	75
		8299	00	02	55
		8300	00	02	97
		8301	00	01	36
		8309	00	01	64
		8310	00	02	76
		8311	00	00	73
		8312	00	01	69
		8408	00	01	68
		8481	00	03	80
		8483	00	03	28
		8484	00	03	15
		8485	00	04	33
		8486	00	00	93
		8488	00	01	77
		8491	00	00	20
		8499	00	05	25
		8500	00	08	85
		8501	00	02	92
		8502	00	04	76
		8503	00	01	99
		8523	00	00	20
		8524	00	09	93
		8534	00	00	20
		8535	00	11	13
		8567	00	00	22
		8568	00	02	48

1	2	3	4	5	6
		8569	00	00	54
		8570	00	02	30
		8571	00	02	70
		8572	00	00	32
		8577	00	07	07
		8578	00	00	81
		8579	00	07	80
		8580	00	00	42
		8581	00	01	03
		8583	00	06	11
		8584	00	07	83
		9106	00	01	25
		9118	00	00	54
		9122	00	00	27
		9123	00	11	31
		9132	00	00	78
		9133	00	00	20
		9134	00	05	67
		9135	00	06	70
		9166	00	05	88
		9167	00	09	96
		9169	00	09	26
		9170	00	03	65
		9189	00	04	31
		9190	00	04	97
		9191	00	00	20
		8572/11405	00	00	58
		8312/17840	00	02	53
		8485/17842	00	01	75
		9133/17862	00	06	51
		15858	00	04	36
		15867	00	16	30
		15868	00	03	99
		15878	00	01	57
		15879	00	12	94
		15880	00	00	20
		15881	00	06	90
		15903	00	05	27
		15904	00	05	91
		15906	00	04	70
		15907	00	03	25
		15909	00	05	58
		15910	00	02	25
		15911	00	02	44
		15913	00	01	75
		15982	00	00	44
		15904/16389	00	00	20
		15868/18722	00	09	66

[No. R-25011/10/2004-O.R.-I]  
 RENUKA KUMAR, Under Secy.

**श्रम मंत्रालय**

नई दिल्ली, 29 अप्रैल, 2004

**का.आ. 1260.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-II, नई दिल्ली के पंचाट (संदर्भ संख्या 28/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-42012/286/94-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

**MINISTRY OF LABOUR**

New Delhi, the 29th April, 2004

**S.O. 1260.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/96) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 28-04-2004.

[F.No. L-42012/286/94-IR (DU)]

KULDIP RAI VERMA, Desk Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

LD. No. 28/96

**Presiding Officer : R. N. RAI****In the Matter of :****Kashi Nath***Versus***C.P.W.D.****AWARD**

“Whether the action of management of CPWD in not regularising the services of the 9 workmen from the date of their appointment in the respective post and time scale of pay and category as shown in the enclosed Annexure A is fair and justified? If not, to what relief the workmen concerned are entitled to?”

The claimants have filed statement of claim. There are 9 claimants. Some are working since 1981 and some since 1982 and some since 1983. Their names are given below :—

**Details of Workmen**

S. No.	Name	Designation	Date of Engagement	Division in Which working
1.	Kashi Nath	Sr. Mch.	7-2-82	PWD ED-V
2.	Kirti Ram	Mechanic	1-12-81	PWD ED-V
3.	Bekunth Lal	Fitter	2-8-83	PWD ED-V
4.	Joginder Singh	Lab. Asstt.	14-10-82	PWD ED-V
5.	Baleshwar Pandit	Paniman	1-1-82	PWD ED-V
6.	Joginder Thakur	Paniman	11-1-82	PWD ED-V
7.	Mahabir Singh	Welder	2-6-82	PWD ED-V
8.	Iqbal Singh	Auto Elect	26-2-83	PWD ED-V
9.	Rakesh Kumar	Wire Man	28-1-81	PWD ED-V

It has been further stated that they are working under P.W.D. Electrical Division-5 and Sh. Rakesh Kumar is working in P.W.D. Electrical Division-9. That 2500 workers are working. Their work is maintenance of Building, roads, construction work. It is unit of Director General work C.P.W.D., New Delhi so the provision of the ID Act are applicable.

Classification of Workmen (a) Workmen shall be classified as :

- (1) Permanent
- (2) Probationers
- (3) Badlies
- (4) Temporary
- (5) Casual
- (6) Apprentices

- (b) “A Permanen workman is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial establishment, including breaks due to sickness, accident, involuntary closure of the establishment.”

That non-regularisation of services of workmen connected with the dispute from their respective dates of employment is unfair labour practices as per provisions of Industrial Disputes Act, 1947.

That the workman are entitled to regularisation as they have been working for a long time.

Management has filed WS. In the WS it has been admitted that workers are working as has been stated in

the statement of claim. 3 workmen out of the 9 have been regularised in 1994. It has been further stated that the workmen have not passed the test and they do not have requisite qualification for being regularised. They are muster roll employees but they are not eligible for recruitment according to the rules framed in this behalf. They have to pass trade test and they have not requisite qualification so their case has not been considered.

The applicants have filed the re-joinder. In re-joinder they have stated that the services of Sh. Iqbal Singh have been regularised during pendency of the case they have been working for a period over 20 years. In (2ra) of the ID Act, 1947 it has been provided that the workman as casual and temporary labour cannot be employed to deprive them of permanent nature of job. So they have every right to be regularised.

Heard Argument from both the sides and perused the documents on the record.

It was submitted by learned counsel of the workman that it has been admitted that they are working for over 20 years. Some of the workers who joined after them have been regularised but their case has not been considered by the management. He drew my attention to A.T.R. 1986 SC 76 the Hon'ble Supreme Court has held that there should be equal pay for equal work. These workmen are doing the same work which the other workman are doing. Since they are not regularised so, they are not getting equal payments.

The learned counsel for the workman drew my attention to 1990 I L.L.J 320. The Hon'ble Supreme Court has held that the minimum educational qualification should be considered at the initial stage. These workmen have got practical experience. The Hon'ble Supreme Court has also held that in case the workers are working for a long period, their educational qualification should be relaxed.

It was argued from the side of the management that the workmen applicants have not passed the trade test according to the rules laid down. They do not have educational qualification for eligibility.

The Hon'ble Apex Court has held that educational qualification should be relaxed in case the work is for a long period. Their practical experience should be taken into consideration. There is no force in the argument of the management that the workman applicants have not passed trade test and they do not have requisite qualification. On these two points the findings of the Hon'ble Apex Court would prevail the workman have been working for a period over 20 years. As such they have got a long experience, in such circumstances the rule regarding trade test and eligibility qualification should be relaxed and the workman deserve to be regularised. There are 9 workmen. The workman Rakesh Kumar has not filed affidavit but he has been working since 28-1-81. That has been admitted by the

opposite party so his case can not be separated from the other workmen.

It was stated by the management that Baleshwar Pandit, Joginder Thakur, Mahavir Singh, Iqbal Singh have been regularised. The remaining workmen are also eligible for regularisation.

The reference is replied thus.

The action of the management of CPWD is neither fair and nor justified. The workmen concerned are entitled to be regularised from the date of joining their services with full back wages and they are also entitled to get all the benefits of regularisation from their date of joining the services. The Award is given accordingly.

Dated: 8-04-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2004

का. आ. 1261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी (संदर्भ संख्या 75/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-22013/1/2004-आई.आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th April, 2004

S.O. 1261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2002) of Industrial Tribunal-cum-Labour Court Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 28-04-2004.

[F.No. L-22013/1/2004-IR(C-II)]

N.P. KESAVAN, Desk Officer

#### ANNEXURE

#### BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Present :

Smt. K. Suvarchala, M.A., B.L.,  
Chairman-cum-Presiding Officer

Friday, the 26th day of March, 2004

Industrial Dispute No. 75 of 2002

**Between :—**

Abid Khan, Ex-Badli Filler,  
I.K. 1 Incline,  
C/o B. Amarender Rao, Advocate,  
STS-317, Bus Stand Colony,  
Post : Godavarikhani-505 209,  
Distt. Karimnagar A.P.

—Petitioner.

And

The General Manager,  
M/s. Singareni Collieries Co. Ltd.,  
Sreerampur Division,  
Sreerampur, Distt. Adilabad, A.P.

—Respondent.

This petition coming before me for final hearing in the presence of Sri B. Amarender Rao, Advocate for the petitioner and of Sri D. Krishna Murthy, Advocate for the respondent and having stood over for consideration till this date, the court passed the following :—

**AWARD**

1. This matter is referred to this court by the Government of India, Ministry of Labour in his order dt. 20-08-2002 to adjudicate whether the action of the General Manager, M/s. Singareni Collieries Co. Ltd. in dismissing Sh. Abid Khan, Ex-Badli Filler, Indaramkhani-I Incline of Sreerampur Division of M/s. S.C. Co. Ltd., from services is legal and justified, if not, to what relief the appellant is entitled?

2. To this, the petitioner filed the claim statement stating that he was appointed as Tunnel Mazdoor, Category-I at Sreerampur 2A Incline in the respondent company. Later, he was promoted as Badli Filler. He is put-in a long service of more than 10 years without any kind of remarks. The respondent authorities transferred the petitioner from SRP-2A Incline to Indaramkhani-I Incline during March, 1992, but the atmosphere and water of I.K. 1 Incline Area was not suited to the health of the petitioner. He fell ill very seriously and as such was compelled to take treatment in the company hospital and nearby private clinics. Since there was no improvement in his health condition, he was shifted to Govt. M.G.M. Hospital, Warangal.

3. The respondent has not issued any charge-sheet to him nor levelled any charges of absenteeism or otherwise. No domestic enquiry was conducted and no show-cause notice was issued. The petitioner was dismissed from service by the respondent w.e.f., 26-12-92 illegally and unjustly. From 1982 till 1992, for more than 10 years, the petitioner continuously worked under the respondent. He is put-in a continuous service of more than 240 days service as per Section 25-B of I.D. Act. Prior to dismissal of the petitioner w.e.f., 26-12-92, no notice was issued to the petitioner by the respondent company. The mandatory provisions of Section 25-F, G and H of I.D. Act were not at all complied by the respondent. Several juniors to the petitioner are still working in the company. The dismissal

of the petitioner amounts to illegal retrenchment U/s. 2(oo) of I.D. Act.

4. 8 workman were dismissed by the respondent under order dated 26-12-1992 including the petitioner at Sl. No. 8. The respondent company called 20 persons dismissed earlier for an interview including the petitioner. The petitioner and 19 others appeared before the committee for the interview. He passed the filling test and other tests conducted by the company, but the petitioner was not reinstated by the respondent though 19 other workmen were reinstated. The Medical certificates issued by the company hospital nearby private hospitals and the Government M.G.M., Hospital at Warangal where the petitioner was given treatment received by the respondent and accepted by the respondent company.

5. From 1994 onwards, the petitioner was compelled to move from pillar to post before the respondent authorities for reinstatement into service till 99. The union moved conciliation before the Asstt. Commissioner of Labour, Mancherial which resulted in the present reference before the court by the Govt. of India. The delay if any is not want on nor wilful. The petitioner is facing severe financial problems and poverty. As such, he could not approach this court earlier. Without issuing any charge-sheet and without conducting any sort of domestic enquiry, capital punishment of dismissal from service cannot be imposed on the petitioner by the respondent. It is arbitrary, unjust and against the principles of natural justice and well established provisions of law. The said action of the respondent is illegal, unjust and is liable to be quashed by this court. He filed the petition to declare the action of the respondent in dismissing him from service w.e.f., 29-12-92 as illegal and unjust and consequently direct the respondent company for re-instatement of the petitioner into service with continuity of service and full back-wages.

6. To this, the respondent filed the counter stating that the dispute raised before the authority is not maintainable. The reason is that the petitioner was disempanelled from the company's rolls 10 years back and the dispute is raised after 10 years and is grossly belated in point of time. Hence, on the principles of laches, the dispute has to be rejected. The petitioner had taken away his terminal benefits and there is no relationship of Master and 'Servant' which is very much essential to maintain a dispute. When the terminal benefits were taken away, there is cessation of services.

7. The petitioner was empanelled as Badli and the word Badli is defined in the standing orders as substitute. As per the policy of the company, the petitioner is supposed to complete 190 musters in a calendar year to be regularised as a coal filler, a permanent employee on the rolls of the company, but the petitioner has failed to put 190 musters in any year during the said period of 10 years from the date of his empanelment i.e., 10-11-82 to the date of dis-

empanelment, i.e., 29-12-92. The completion of 190 muster will amount to good attendance and conduct which are the terms and conditions of the empanelment. Even, within 10 years, the petitioner could not put up 190 musters continuously. His attendance and performance was quite unsatisfactory and he was dis-empanelled w.e.f. 29-12-92..

8. The petitioner was never appointed as Tunnel Mazdoor, at S.R.P. 2-A Incline and the petitioner is put to strict proof thereof. The petitioner worked as Badli Filler and as per the said definition, the Badli Filler is allotted coal filling work when the regular coal filler were absent.

9. The petitioner has put in 97 musters in 1989, 88 musters in 1990, 54 muster in 1991 and in subsequent year in 1992 he is put-in only 20 musters. The petitioner is a chronic absentee. It is not true that the petitioner transferred from S.R.P. 2-A Incline to Indaramkhani-I Incline during March, 1992. The petitioner was transferred from SRP. 2-A Incline to I.K. I Incline on 24-5-91. The petitioner has not reported for duty immediately at Indaram-I Incline, but subsequently produced an out station sick certificate for the period from 1-6-91 to 4-2-92 though he was absent from duty without any leave or any intimation.

10. The contention of the petitioner that no notice was issued is not correct. The services of the petitioner are purely temporary and he was empanelled as Badli. The dis-empanelment does not require any notice as alleged by the petitioner. As the petitioner was Badli Filler, the provisions of Section 25-F, G and H are not applicable to the facts of the instant case. It is not true that the petitioner had submitted medical certificate issued by the Company's hospital, nearby private hospitals and Govt. M.G.M. Hospital, Warangal. The petitioner was a chronic absentee and he was dis-interested in company's employment. As it is evident that during the past 10 years from 1982 till 1992, he has never put in 190 musters in any calendar year. He worked as Badli only. The petitioner was unauthorisedly absent. As his services are temporary in nature, he was dis-empanelled from the company services. For the first time, the petitioner raised the dispute before the Asstt. Commissioner of Labour, Mancherial to cover up his laches and as claim is barred by the principles of laches, the petitioner is trying to make out a case stating that he hails from a very poor family and subjected to economic death which is not correct in view of the submissions made supra.

11. As per the terms and conditions of empanelment, it clearly shows that the petitioner's service in the company is temporary in nature. Under law, any temporary employee can be terminated and no notice or charge-sheet is required for terminating the temporary empanelment. No domestic enquiry need be conducted nor dis-engaging the petitioner amounts to capital punishment as alleged by him. Hence, the claim statement may be dismissed.

12. On behalf of the petitioner WW-1 is examined and Ex. W-1 to Ex. W-13 are marked.

On behalf of the respondent WW-1 is examined and Ex. W-1 to M-8 are marked.

13. Heard both sides.

14. The petitioner worked in the respondent company. Later, the petitioner was dismissed from service.

The first and foremost defence put forth by the respondent company is that there is delay of 10 years in filing the petition. The petitioner was dis-empanelled from the company's roll 10 years back. The dispute is raised after 10 years.

15. While arguing that there is no limitation for the dispute under the Industrial Dispute, the Advocate for the petitioner cited Ajaib Singh and Sirhind Co-op. Marketing-cum-Processing Service Society Ltd. and Another, reported in 1999 LLJ (1) P. 1260. Their Lordships held :—

“The object of the act is to do succour to weaker sections of the society which is a pre-requisite for a welfare State to ensure Industrial peace and pre-empt Industrial tention, the Act further aims at enhancing the Industrial Production which is acknowledged to be life blood of the developing society”.

“The court referred Bombay Gas Co. Ltd. Vs. Gopal Biva and Others reported in 1963-II-LLJ 608 held :—

Provisions of Articles 181 now 137 of the Limitation Act apply only to applications which were made under the Code of Civil Procedure Code and its extension to applications U/s. 33-C(2) of the Act was not justified. This position was further to be free and explained by the court in Town Municipal Council, Athani Vs. Presiding Officer, Labour Court, Habli and others reported in 1969-II-LLJ 651 of page 660-661”.

Their Lordships held :—

“That the finding that workman had not given explanation for delay, even without pleading as to delay by the management, not justified”.

While contradicting the point that the period of limitation is not applicable to the dispute under the Industrial Disputes Act, the respondent Advocate had filed the decision in Assistant Executive Engineer, Karnataka Vs. Sri Shivalinga dt. 5-10-2001, Supreme Court of India, reported in 2002(1) CLR 321. In which, their Lordships held :—

“Delay in approaching for reference of dispute. Service of respondent was terminated on 25-5-1985. Respondent approached Labour Officer with the dispute on 17-3-1995 and the same was followed by reference to Labour Court. Labour Court held delay of nine years to be fatal and on that basis rejected



the reference. Learned Single Judge and in Appeal, Division Bench of High Court held otherwise and directed reinstatement of the respondent. Hence, the respondent preferred the appeal before the Supreme Court." While allowing the appeal, their Lordships held :—

"In cases where there is a serious dispute or doubt in such relationship and records of the employer become relevant, the long delay would come in the way of maintenance of the same. In such circumstances, to make them available to a Labour Court or the Industrial Tribunal to adjudicate the dispute appropriately will be impossible. A situation of that nature would render the claim to have become stale". Their Lordships held :—

"Two decisions relief by the Learned Counsel, have no application to the case on hand and confirmed the Award passed by the Labour Court holding delay of nine years to be fatal".

As per the decision cited by the petitioner Advocate dt. April 18, 1999, the Limitation Act is not applicable to the disputes under the Industrial Disputes Act.

The decision dt. October, 2001 is the recent decision where the Act is applicable or not, we have to go into the facts.

16. The second point raised by the respondent is that the petitioner is Badli Coal filler. He never worked 190 days in a year continuously.

The contention of the petitioner is that he worked from 10-11-92 to 29-12-92 continuously.

17. The petitioner was examined as WW-1. He filed the appointment order, i.e., marked as WW-1. He deposed that his yearly musters are above 200 in the year 1983. His musters is 192 and half, company had given him a letter, i.e., Ex. W-2. He admitted in his cross-examination. It is mentioned in Ex. W-1 that he will be removed at any time. In Ex. W-2, 177 and half, 15 days are included. The company had given him a letter marked as Ex. W-3. In that, it is clearly mentioned that the petitioner is a Badli Filler. The petitioner was transferred to Indaramkhani-I Incline.

The version of the respondent is that the petitioner did not join his new post.

18. MW-1 deposed that the petitioner never worked 190 days. He filed the muster register marked as Ex. M-1 to Ex. M-8. The petitioner worked maximum days in the year 1989, i.e., 161 days, i.e., marked as Ex. M-5. MW-1 further deposed that the petitioner was transferred to Indaramkhani-I Incline on 24-5-91. The petitioner produced the sick certificate from 1-6-91 to 4-2-92. The petitioner approached the respondent after the delay of 8 months.

The attendance of the petitioner is not complied with the rules of the respondent company. A minimum of 190 days present has to be shown for regularisation of the employment. This fact was admitted by the petitioner in his cross-examination. In his cross-examination, the petitioner himself stated that a person must complete 190 musters in a year for regularisation. It is quite clear that the petitioner never worked in his service the minimum musters of 190 days.

The petitioner further agitating before the court that no charge-sheet was framed and no domestic enquiry was held without giving him an opportunity, the respondent company had removed him from service.

19. While arguing that as per the principles of natural justice, the petitioner is entitled for an opportunity to defend himself, the Advocate for the petitioner cited 1996 LLR 289 in Laxmi Narain Sharma Vs. State of Rajasthan and others. Their Lordship held :—

"Before an employee held to the guilty of absence from duty, a proper domestic enquiry should be conducted by the department by issuing show-cause notice by framing charge-sheet and specified findings should be recorded by the enquiry officer after following the procedure for conducting domestic enquiry in accordance with law which admitted has not been done in this case."

Their lordships held :—

"The petitioner was entitled to salary and all other consequential benefits".

20. The petitioner Advocate also cited S.K. Khuddus Vs. Managing Director, A.P. State Warehousing Corporation and Another reported in 1992 LLJ P. 13. Their Lordships held :—

"Principles of natural justice require that even a temporary employee must be given an opportunity to be heard before being dismissed from service".

The question that arises for consideration is, whether a workman engaged temporarily on daily-wage basis can be dismissed from service with a stigma, without giving him an opportunity of hearing. The following case is referred :—

"Md. Akhtar Ali Vs. A.P.S.E.B., Hyderabad reported in 1987(5) S.L.R. 38. It was held that though service rule is not applicable to a contingent employee, still enquiry must be held".

21. In the present case on hand, it is quite clear that no enquiry was conducted by the respondent company. The plea taken by the respondent Advocate is that as the petitioner is a Badli Filler and his appointment is temporary, no enquiry need be conducted, but as per the above decision, even though the service rules are not applicable to the contingent employee, still enquiry must be held.

As the petitioner was deprived of right of hearing, I feel that the dismissal order passed by the respondent is not as per law by following the principles of natural justice.

In the result, petition is allowed. The order of dismissal of the petitioner is set-aside. The employee must be given a chance of reinstatement afresh as the employee is a temporary worker. He had taken all his terminal benefits. He is not entitled for any continuity of service or wages. There shall be no order as to costs.

Dictated to the Stenographer, transcribed and typed by him corrected and pronounced by me in the open court on this, the 26th day of March, 2004.

SMT. K. SUVARCHALA, Chairman-cum-Presiding Officer

#### Appendix of Evidence

##### Witness-examined

For workman :—

WW-1 Abid Khan, petitioner

For Management :—

MW-1 S.V. Narsimha Rao, Sr. Personnel Officer,  
SCCo. Ltd., Sreerampur Area, Dist. Adilabad.

##### Exhibits

Ex W-1	dt. 9-11-82	Office-order, xerox copy.
Ex W-2	dt. 11-8-93	Lr. issued to the petitioner by Fit Office Assistant, Sreerampur No. 2-A Incline.
Ex W-3	dt.—	Identity card original
Ex W-4	dt. 22-11-97	Discharge card.
Ex W-5	dt. 26-12-92	Removal Order, xerox copy.
Ex W-6	dt. 4-7-88	Application of petitioner for the post of Watchman in S & PC department, xer. copy.
Ex W-7	dt. 20-8-2002	Reference copy.
Ex W-8	dt. 29-3-2001	Lr. addressed to the Secretary to Government of India, New Delhi by A.L.C. (Central), Mancherial, xerox copy.
Ex W-9	dt. 25-4-2000	S.C.W. Union Conciliation letter, xerox copy.
Ex W-10	dt. 14-7-99	Lr. addressed to the Dy. CME, SRP 2A Incline by Supdt., of Mines, JK No. 1 Incline, xer. copy.
Ex W-11	dt. 7-1-97	Report of Supdt., of Mines SRP 2-A Incline, xer. copy.
Ex W-12	dt. 11-9-93	Report of 2 Pit Office Asst., Sreerampur No. 2A Incline, xer. copy.

Ex W-13 dt. 25-12-2001 Dismissal order, xerox copy.

For Management :—

Ex M-1	dt. —	Attendance particulars for the year 1985 of petitioner, xer. copy.
Ex M-2	dt. —	Attendance particulars of the petitioner for the year 1986 xer. copy
Ex M-3	dt. —	Attendance particulars of the petitioner for the year 1987 xerox copy.
Ex M-4	dt. —	Attendance particulars of petitioner for the year 1988 xerox copy.
Ex M-5	dt. —	Attendance particulars of petitioner for the year, 1989, xer. copy.
Ex M-6	dt. —	Attendance particulars of petitioner for the year, 1990, xerox copy.
Ex M-7	dt. —	Attendance particulars of petitioner for the year, 1991, xerox copy.
Ex M-8	dt. —	Attendance particulars of petitioner for the year, 1992, xerox copy.

नई दिल्ली, 29 अप्रैल, 2004

का. आ. 1262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता (संदर्भ संख्या 23/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-22012/263/2000-आई.आर. (सी.एम.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th April, 2004

S.O. 1262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the management of South Eastern Coalfields Ltd. Coal India Limited, and their workmen, which was received by the Central Government on 28-04-2004.

[F.No. L-22012/263/2000-IR (CM-II)]

N. P. KESAVAN, Desk Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:  
AT KOLKATA****Reference No. 23 of 2002**

Parties : Employers in relation to the management of  
Dankuni Coal Complex, South Eastern Coalfields  
Limited

AND  
Their workmen

**Present:**

Mr. Justice Hrishikesh Banerji, Presiding Officer

**Appearance:**

**On behalf of Management** Mr. A. Banerjee, Advocate  
with  
Mr. S. Mukherjee, Advocate

**On behalf of Workmen** None.

**State:** West Bengal. **Industry:** Coal.

**Dated:** 17th February, 2004.

**AWARD**

By Order No. L-22012/263/2000/IR(CM-II) dated 03-10-2002 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Dankuni Coal Complex of SECL in not giving the admissible benefit of seniority etc. to Sh. Tapan Das Gupta, Foreman-in-Charge during the period he continued in civil cadre is justified? If not, to what relief the workman is entitled to?"

2. When the case is called out today, none appears for the union, though the management is represented. Shri Tapan Das Gupta the concerned workman is however present and he files an application of the union signed by the General Secretary of the union concerned praying that since the workman concerned is not interested to pursue the matter, the present proceeding may be closed. Xerox copy of a letter of the concerned workman is also annexed with the application in this regard.

3. In view of the application of the sponsoring union and also the letter of the workman concerned it is clear that neither the union, nor the concerned workman is interested to proceed with the present reference. This Tribunal, in the circumstance, has no other alternative but to pass a "No Dispute" Award.

4. A "No Dispute" Award is accordingly passed and the present reference is disposed of.

HRISHIKESH BANERJI, Presiding Officer

Kolkata,

Dated, the 17th February, 2004.

नई दिल्ली, 29 अप्रैल, 2004

का. आ. 1263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोडीट फैक्टरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 40/196) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[ फा. सं. एल-40012/6/95-आई.आर. (डी.यू.) ]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 29th April, 2004

S.O. 1263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/1996) of Industrial Tribunal Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Codite Factory and their workman, which was received by the Central Government on 28-04-2004.

[F.No. L-40012/6/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

**ANNEXURE****BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL-  
NADU CHENNAI-104**

Thursday, the 15th day of April, 2004

**PRESENT:**

THIRU K.S. VENKATACHALAM, B.Sc.B.L. DTL.,

INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE No. 40 OF 1996

[In the matter of dispute for adjudication Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Codite Factory, Aruvankadu (Bilgris) 643 202].

Between

Shri A. Subramania Pillai,  
S/o Anavadam Pillai,  
D.No. 83, Sudalai Madan Koil St.,  
Tirunelveli-643 206.

And

The General Manager,  
Codite Factory,  
Aruvankadu (Bilgris) -643 202.

REFERENCE: Order No. L-140012/6/95-IR (DU) dated 24-4-1996, Ministry of Labour, Govt. of India, New Delhi.

This dispute after remand coming on this day for final disposal, upon perusing the reference, Claim and Counter statements and all other connected papers on record and both parties being absent, this Tribunal passed the following

#### AWARD

The Govt. of India has referred the following issue for adjudication by this Tribunal:

"Whether the action of the management of Codite Factory in terminating the services of Shri A. Subramania Pillai, Labourer in Gas Chemical Section, Cordite Factory, Aruvankadu, Coonoor is just, proper and legal? If not, to what relief the workman is entitled to?"

Petitioner called absent. No representation. Industrial Dispute dismissed for default.

Dated at Chennai, this 15th day of April, 2004

K. V. VENKATACHALAM, Industrial Tribunal.

नई दिल्ली, 29 अप्रैल, 2004

का. आ. 1264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.जी. वेक्सीन लेबोरेटरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 60/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-42012/162/92-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 29th April, 2004

S.O. 1264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2001) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.G. Vaccine Laboratory and their workman, which was received by the Central Government on 28-04-2004.

[F. No. L-42012/162/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 10th March, 2004

PRESENT : K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE No. 60/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 26/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of B.C.G. Vaccine Laboratory and their workmen)

#### BETWEEN

Sri M. Mallikarjuna : I Party/Workman

#### AND

The Director, : II Party/Management  
B.C.G. Vaccine Laboratory,  
Chennai.

#### Appearance:

For the Workman : M/s. D. Hariparanthaman  
V. Ajoy Khose, Advocates.

For the Management : Mr. J.O. Jayanathan, CGSC

#### AWARD

The Central Government, Ministry of Labour vide Notification No. L-42012/169/92 IR (DU) dated 29-4-1997 has earlier referred this industrial dispute to CGIT-Cum-Labour Court at Bangalore for adjudication. Subsequently, it was transferred as per Order No. L-42012/169/92 IR(DU) dated 26-12-97 to Tamil Nadu State Industrial Tribunal, Chennai for adjudication. The Tamil Nadu State Industrial Tribunal has taken the same on its file as I.D. No. 26/99 and after the constitution of this Central Govt. Industrial Tribunal-cum-Labour Court, the said industrial dispute was transferred to this Tribunal and after getting the records of this dispute, it was renumbered as I.D. No. 60/2001. The Schedule mentioned dispute is hereunder:-

"Whether the action of the management of B.C.G. Vaccine Laboratory, Madras in terminating the services of Shri M. Mallikarjuna, ad-hoc Safaiwala w.e.f. 30-11-1990 is proper, legal and justified? If not to what relief the workman is entitled?"

2. After the reference was taken on file, notices were issued to both sides and both sides have filed the Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement and the additional Claim Statement are briefly as follows:—

The Petitioner was employed by the 1st Respondent in the year 1982 in its laboratory as Casual Labour on daily wage basis. In the year 1987 he was engaged as Casual Labour along with three others namely M/s. Mahendran, Nandan and Edward Manoharan. Then he was appointed as Safaiwala Grade D post on ad-hoc basis for a period of six months till 20-9-1989 and this was extended from time to time till 30-11-1990. Thus, the Petitioner had worked totally for eight years and nine months continuously without any break on ad-hoc basis. Subsequently, he was informed by the Respondent/Management not to report for work in future, since the management has received certain complaints from the police on enquiry. The Petitioner has issued a notice brought to the management's notice, the illegality committed by them in terminating this service the ground of certain bad record and that too without any enquiry as per the provisions contemplated under Section 25F of the Industrial Disputes Act, 1947. But, he has not received any reply from the management. Though the work done by the Petitioner was continuous in nature, the Respondent issued orders every month as stated above. Further in March, 1989 he was selected by the Departmental Promotion Committee for the post of Safaiwala. Therefore, the action of the II Party/Management in terminating his service in the above said circumstances is mala fide, arbitrary and also amounts to colourable exercise of powers. His juniors namely M/s. Mahendran, Ashok Kumar, Edward Manohar, Pushparani, Rajendran, Rathi, Malligavathi, Muniammal were continued in service, even after his termination and they have been later regularised. Therefore, the termination of the Petitioner is arbitrary and in violation of Section 25G of the Industrial Disputes Act, 1947 and it is also mala fide and unjustified. Further, the workmen of the Respondent namely Mr. Sampath and Ramachandran who were convicted by criminal court and paid fine of Rs. 75/- were retained and continued in service. When asked by the Petitioner, the management told that the Petitioner was once convicted under Section 75 of the City Police Act and paid fine of Rs. 100/- and therefore, it has lost confidence on the Petitioner and terminated the services of the Petitioner. But, the punishment given by the criminal court in a summary procedure is extremely minor nature of offence and the Respondent/Management has not issued any memo or conducted any enquiry and therefore, the termination suffers from illegality and violative of Rule 14 of CCS (CCS) Rules. Therefore, for all these reasons, he prays that an award may be passed in his favour.

4. As against this, the Respondent in its Counter Statement stated that the petitioner is not maintainable as the Respondent is a Central Govt. Department and it is controlled and governed by the rules and regulations of the Central Govt. and Labour Acts are not applicable to the Respondent. Though the Petitioner was working as Casual Labour on daily wage basis from 15-1-1983 on piece meal basis i.e. with periodical breaks, it is false to contend that

he was in continuous employment for eight years and nine months. Even in the order No. A-12021/5/89-Admn. dated 21.3.89, it is clearly mentioned that ad-hoc appointment would not bestow on the Petitioner any claim for appointment to the said post on regular basis and services rendered on ad-hoc basis would not count for the purpose of seniority in the grade and confirmation. Therefore, the Petitioner cannot claim that his service is to be regularised. Since it was an ad-hoc appointment automatically got terminated with effect from 1-12-90, as per the conditions stipulated in the offer of appointment and which the petitioner has accepted, therefore, there is no illegality in the termination of ad-hoc appointment of the Petitioner. The 1st Respondent has sent a letter dated 21-4-90 to Commissioner of Police, Chennai, requesting him to verify the antecedent of the petitioner to find out his suitability for appointment in the Central Govt. Service. The Commissioner of Police vide his letter dated 16-11-90 informed the Respondent that the Petitioner had once been convicted by a Court of Law under Section 75 Clause (i) of CPC in Crime No. 1663/90 and he was fined with Rs. 100/-. Therefore, as per Rule 19(1) of C.C.S. classification and appeal Rules, even a permanent employee can be terminated from service, if he is convicted by a criminal court of law. In this case, the Petitioner's conviction was for his violent assault on a woman, using vulgar language against her and for outraging her modesty in a public place. Therefore, the Respondent feels such a person cannot be permitted to work in Central Govt. Department even on ad-hoc basis. Moreover, the service of the Petitioner got terminated automatically once it was decided not to extend his ad-hoc appointment. Therefore, the Respondent prays that the claim may be rejected with costs.

5. In such circumstances, the points for my consideration are —

- (i) "Whether the action of the Respondent/Management in terminating the services of the Petitioner is proper, legal and justified?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1:—

6. In this case, the Petitioner has examined himself as WW1 and also marked documents Ex. W1 to W21. Ex. W1 series are the orders engaging the Petitioner/Workman along with three other workmen on daily rated wages. Ex. W4 is the offer of appointment and order appointing the Petitioner on ad-hoc basis as Safaiwala and Exs. W5 to W7 are the extension orders issue to the Petitioner. Ex. W9 is copy of lawyer notice issued by the Petitioner to the Respondent. Ex. W10 is the copy of order of Appellate Authority in the case of one Mr. Ramachandran. Exs. W11 to W20 are the proceedings before the Regional Labour Commissioner (Central). It is admitted by both sides that the Petitioner was working as Casual Labour from the year 1983 and he was appointed as Safaiwala on ad-hoc basis from 21-3-89 to 30-11-90. The Respondent contended that the Petitioner



worked as Casual Labour on daily wage basis till 1987 with periodical breaks. But, the Petitioner contended that he has continuously worked as Casual Labour from the year 1983, but, any how his engagement from 1983 was accepted by the Respondent in this case.

7. On behalf of the Petitioner, it was contended that the Petitioner has worked for more than eight years and nine months as daily wagger and his appointment was extended periodically every month though the work done by him was perennial, continuous in nature, the Respondent issued periodical orders very month and it is against the provisions of Industrial Disputes Act, 1947 and it is his further argument that in the year 1989 he was appointed as Safaiwala in the Scale of Rs. 750-12-870-EB-14-940 on ad-hoc basis and this was also extended periodically and all of a sudden, they have denied the employment to the Petitioner on and from 1-12-1990. Therefore, the action of the II Party/Management in terminating the services of the Petitioner in the above circumstances is mala fide, arbitrary and also amounts to colourable exercise of power.

8. But, on the other hand, the learned counsel for the Respondent contended that the ad-hoc appointment was given to the Petitioner with a condition that his post is only on ad-hoc basis and his claim, if any for appointment to the said post on regular basis would not be feasible and further, it is mentioned that the appointment on ad-hoc basis would not be counted for the purpose of seniority in the grade and confirmation. Under such circumstances, the termination on and from 1-12-1990 is only as per the conditions stipulated in the offer of appointment and the Petitioner has also accepted the same and therefore, there is no illegality in termination of ad-hoc appointment of the Petitioner.

9. On behalf of the Petitioner, it is contended that it was told by the Respondent/Management orally that they have enquired with the police department and on their verification, it was found that the Petitioner has paid a fine of Rs. 100/- under Section 75 of C.P. Act and hence, he has been terminated from service. But, it is also admitted in Counter Statement that the 1st Respondent sent a letter dated 21-4-90 to the Commissioner of Police and requested him to verify the character and antecedents of the Petitioner to find out the suitability of his appointment in the Central Govt. service and the Commissioner of Police by his letter dated 16-11-90 informed that the Petitioner has once been convicted by Court of Law under Section 75 of the C.P. Act and he was also fined with a sum of Rs. 100/- and therefore, the 1st Respondent came to the conclusion that a person like the Petitioner should not be permitted to work in Central Govt. Department even on ad-hoc basis and further the services of the Petitioner was ad-hoc one, they have terminated the services of the Petitioner. Under such circumstances, the learned counsel for the Petitioner argued that the termination without following the provisions of Section 25F of the Act is illegal and the order of

termination is ab initio void. He further relied on the rulings reported as under:—

1. 1992 I LLN 150
2. 1994 II LLJ 373
3. 1996 II LLJ 703 SC
4. 1987 II LLJ 78
5. AIR 1999 SC 1540
6. 1996 III LLJ (SUPP) 1126
7. 1980 II LLJ SC 72

In 1992 I LLN 150 K. RAJENDRAN Vs. DIRECTOR (P), PROJECT AND EQUIPMENT CORPORATION OF INDIA LTD. NEW DELHI, the Madras High Court has held that "on the date of termination of Petitioner's service, the post of messenger in Madras office was available and the nature of duties performed by the Petitioner in the Madras office of the respondent continued to exist. In these circumstances, it cannot be said that the service of the Petitioner was terminated on the ground that the post of messenger in Madras office of the respondent itself ceased to exist and in this case, sub-clause (bb) of Clause (oo) of Section 2 of the Act will not apply to the facts of the present case. In other words, sub-clause (bb) will not apply to the case of the Petitioner, because the respondents cannot use the terms of employment as a device to take it out of clause (oo) of Section 2 of the Act notwithstanding the fact that the post of messenger in Madras office of the respondent continued to exist even after the termination of service of the Petitioner. The termination of service of the Petitioner in this case amounts to retrenchment within the meaning of Section 2(oo) of the Act and the respondent has not complied with mandatory provisions of Section 25F of the Act by paying retrenchment compensation to the Petitioner and therefore, the impugned order of the respondent terminating the service of the Petitioner is bad in law and the same is liable to be set aside." In 1994 II LLJ 373 JAYABHARAT PRINTERS AND PUBLISHERS PVT. LTD. Vs. LABOUR COURT, KOZHIKODE & ORS., wherein the Kerala High Court has held in a similar case that "nature of employment must be judged by the nature of duties performed and not on the letters issued by employer. If contractual employment is resorted to as a mechanism to frustrate the claim of employee to become regular or permanent against a job which continues or the nature of duties is such that the colour of contractual employment is given to take out from Section 2(oo), then such agreement cannot be regarded as fair or bona fide and Section 2(oo)(bb) cannot be extended to such cases where the job continues and the employee's work is also satisfactory but periodical renewals are made to avoid regular status to the employee." In AIR 1999 SC 1540 M C DVS. PRAVEEN KUMAR JAIN, the Supreme Court has held that "as such a stand was taken, it is obvious that the termination order based on misconduct is not the result

of any departmental enquiry against Respondent No. 1 and consequently, the impugned order of termination would fail even on that ground. If it is a simpliciter discharge order it is violative of Section 25F of I.D. Act and if it is a penalty order, as contended by the appellant, it would fail on merits as not having followed the procedure of departmental enquiry. In either view of the matter, the impugned order must be held to be rightly set aside by the Labour Court and the said decision was also rightly confirmed by the High Court." In 1996 3 LLJ 1126 the Punjab & Haryana High Court has held that "employer had retained persons Junior to him and that the action of the employer in giving him appointment for a fixed period of 89 days with intermittent breaks was not bonafide..... His service was terminated because it was no more required in the light of embezzlement of Rs 550/- which he committed on 23-9-1986 at Adampur Depot.... We find that on the issue of applicability of Section 2(oo)(bb) of the Act also, the finding arrived at by the Trial Court is perfunctory and cryptic. The entire approach of the labour court depicts a casual approach adopted by the said court while deciding the dispute. The I.D. Act is a welfare legislation which provides the machinery and procedure for investigation and settlement of disputes. At the same time, it confers certain rights on the workmen and protect their service conditions. It also imposes certain obligations on the workmen as well as the employers which must be fulfilled for maintaining industrial peace. In that case, it is also held that "if the Court finds that exercise of rights by the employer is not bona fide or the employer has adopted the methodology of fixed term employment as a conduct or mechanism to frustrate the rights of workman, the termination of the service will not be covered by the exception contained in clause (bb). Instead the action of employer will have to be treated as an act of unfair labour practice as specified in the 5th Schedule of the Act" In 1980 II LLJ 72 SANTOSH GUPTA Vs. STATE BANK OF INDIA, PATIALA the Supreme Court has held that "discharge of employee for any reason except on the grounds mentioned in the proviso to the definition would amount to retrenchment." In 1996 II LLJ 703 PAWAN KUMAR Vs. STATE OF HARYANA AND ANOTHER, the Supreme Court has held that "mere payment of fine of Rs. 20/- does not go to show that the conviction was validly and legally recorded. Assuming that the conviction is not open to challenge at the present juncture, we cannot but deprecate the action of the respondent in having proceeded to adversely certify the character and antecedents of appellant on the basis of conviction per se, opining to have involved moral turpitude without satisfying the tests laid down in policy decision of Govt. We are rather unhappy to note that all the three courts below, even when invited to judge the matter in the said perspective, went on to hold that acts involved in conviction under Section 294 of IPC per se established moral turpitude. They should have been sensitive to the changing perspectives and concepts of morality to

appreciate the effect of Section 294 IPC on to-day's society and its standards, and its changing views of obscenity. The matter unfortunately was dealt with casually at all levels. Further, in that case, the Supreme Court has also opined that "immediate remedial measures are therefore, necessary in raising the toleration limits with regard to petty offences especially when tried summarily. Provision need be made that punishment of fine upto a certain limit say upto Rs. 2000/- or so on a summary/ordinary conviction shall not be treated as conviction at all for any purpose and all the more for entry into and retention in Govt. service. This can brook no delay whatsoever." In 1987 II LLJ 78 M. ANJALIAH Vs. PRAGA TOOLS LTD., the Andhra Pradesh High Court while dealing with moral turpitude has stated that "every act punishable in law would not amount to an offence involving moral turpitude. If that had been the intention, then there is no necessity at all for statutes to say that a person convicted of an offence involving moral turpitude shall be exposed to certain consequences or disqualification.... Act must be vile or harmful to society in general or contrary to accepted rules of rights and duties between men and men. Merely violation of a particular statute cannot amount to the commission of an act involving moral turpitude."

Relying on these decisions, the learned counsel for the Petitioner argued that in this case, the Respondent/Management has not issued any memo stating that he has been convicted and his moral turpitude was involved in appointing him on regular appointment. Further, no enquiry was conducted, against the Petitioner for non-absorbing the Petitioner on regular basis. Therefore, they must have taken action against the provisions under Section 25F of Industrial Disputes Act, and without following the mandatory provisions, the order of termination passed in this case is void, ab initio and it has to be set aside by this Tribunal.

10. But, the learned counsel for the Respondent argued that the appointment given to the Petitioner was only on ad-hoc basis and even in that appointment order, it is mentioned that the appointment is only on ad-hoc basis and he cannot claim the post on regular basis and it is also clearly mentioned in that the ad-hoc appointment would not count for seniority in the grade or confirmation.

11. But, I find there is no substance in the contention of the counsel for the Respondent because the ratio disendi of the Judgement of High Courts and Supreme Court mentioned above have clearly laid down that such practice of the employer should be deprecated and further cannot take advantage of Section 2(oo)(bb) and in this case, the appointment of the Petitioner though is casual it is only violative of Section 2(oo) of the Industrial Disputes Act.

12. The learned counsel for the Petitioner further argued that the juniors of the Petitioner were continued to be employed under the Respondent and they have been made permanent and this will also amount to discrimination and it is against the provisions of Industrial Disputes Act,

1947. But, he has not produced any document to show that his juniors were appointed on regular basis in the Respondent. The counsel for the Petitioner further argued that a reason for the termination of the Petitioner is that he has been convicted by the criminal court, but they have not given it in writing and even in the Counter Statement they have mentioned that they have obtained opinion from the police department and only on the basis of the opinion of police department, the services of the Petitioner were terminated. But the Petitioner was fined under Section 75 of City Policy Act, which is a minor one. In view of the judgements rendered by the Supreme Court, it cannot be a bar for the appointment of the Petitioner in the respondent and therefore, he prays that an award may be passed in his favour.

13. I find much force in the arguments of the learned counsel for the Petitioner. In this case, the Respondent/Management has not followed the mandatory provisions of the Industrial Disputes Act and no retrenchment compensation was paid and no notice of termination was issued by the Respondent/Management to the Petitioner, which are violative of provisions of the I.D. Act. As such, I find this point in favour of the Petitioner. Point No. 2

The next point to be decided in this case is to what relief the Petitioners are entitled?

14. It is admitted that the Petitioner has been terminated from service on 01-12-1990 and now after thirteen years, this Tribunal has to pass an award in favour of the Petitioner to reinstate him in service. Even though the termination is illegal, due to long pendency of this case, I find the Petitioner is not entitled to full back wages and only for 50% (Fifty per cent) of the back wages. As such an Award is passed directing the Respondent/Management to reinstate the Petitioner Sri M. Mallikarjuna into service with fifty per cent of back wages, continuity of service and other attendant benefits. No Costs.

15. Thus, the reference is answered accordingly. (Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th March, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Workman : WW1 Sri Mallikarjuna

For the II Party/Management : None

Documents Marked :—

For the I Party/Workman :—

Ex. No.	Date	Description
W1 series		Orders of the Respondent engaging the Petitioner as Casual Labour on daily rated basis.

Ex. No.	Date	Description
W2	29-06-87	Xerox copy of the application given by Petitioner to Respondent for Group D safaiwala post.
W3	March, 89	Copy of character certificate issued to Petitioner
W4	21-03-89	Order of appointment issued to Petitioner on adhoc basis
W5	30-09-89	Extension order issued to Petitioner/Workman
W6	01-01-90	Extension order issued to Petitioner/Workman
W7	01-03-90	Extension order issued to Petitioner/Workman
W8	31-08-90	Extension order issued to Petitioner/Workman
W9	28-11-91	Copy of lawyer notice issued to Respondent by Petitioner
W10	17/21-10-97	Order of Appellate Authority in the case of Sri V.Ramachandran
W11	03-12-92	Failure report.
W12	28-01-94	Notice issued to Government of India by Petitioner
W13	23-05-94	Notice from CGIT Bangalore to Petitioner
W14	30-05-94	Copy of letter from Petitioner to CGIT Bangalore
W15	04-06-94	Copy of letter sent by Petitioner to Government of India
W16	29-04-97	Copy of Order of reference.
W17	21-10-97	Letter from High Court Legal Aid Centre to Karnataka Legal Aid Centre.
W18	13-11-97	Letter from Karnataka Legal Aid Board.
W19	26-12-97	Transfer order with regard to ID issued by Government of India.
W20	16-12-91	2A petition filed by Petitioner before Regional Labour Commissioner (Central)
W21	02-11-92	Copy of the Counter filed by Respondent before Regional Labour Commissioner (Central)

For the II Party/Management : Nil



नई दिल्ली, 29 अप्रैल, 2004

का.आ. 1265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार, केन्द्रीय सरकार स्टेशन वर्कशॉप ई. एम. ई. के प्रबंधन के संघ और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-1, मुंबई के पचाट (बंद) संख्या सीजीआईटी-61/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[ फा. सं. एल-42012/148/96-आई.आर. (डी.यू.) ]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 29 April, 2004

S.O. 1265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-61/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Station Workshop EME and their workman, which was received by the Central Government on 28-04-2004.

[F. No. L-42012/148/96-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I  
MUMBAI

#### PRESENT:

SHRI JUSTICE S.C. PANDEY, Presiding Officer

REFERENCE NO. CGIT-61/1997

#### PARTIES:

Employers in relation to the management of Station Workshop, EME, Colaba, Mumbai

AND

Their Workmen

#### APPEARANCES:

For the Management : Shri B.M. Masurkar,  
Advocate

For the Workman : Shri Kallapura,  
Advocate

State : Maharashtra.

Mumbai, dated the 12th day of October 2002

#### AWARD PART-I

This is a reference made to this tribunal under section 10(1)(d) read with sub-section 2A of Industrial Disputes Act, 1947 (the Act for short) by the Central Govt. for giving an award on the following question referred by it.

“Whether the action of the management of Station Workshop EME in terminating the services of the

workman Sheri Nand Lal Shripat, Chowkidar without conducting proper enquiry is justified? If not, to what relief is the workman entitled to?”

2. The undisputed facts of this case are that Nandlal Shripat (hereinafter referred to as the workman) was employed as a Chowkidar at Station workshop EME since 17/11/1981. His services were terminated by order dated 13th March, 1995. The conciliation proceedings before the Asstt. Labour Commissioner (Central) were moved on behalf of the workman. The commanding officer of Station workshop EME Type L (employer for short) had disputed the jurisdiction of the Regional Commissioner saying that he had no jurisdiction to hear the matter as the employer was not an ‘industry’ within the meaning of the Act. The Conciliation failed. Thereafter, the E.M.E. Employees Union moved the Central Government for referring the matter to this tribunal.

3. Pursuant to notice issued by this tribunal, the workman in its written statement stated that he was employed as a Chowkidar from 17-11-1981. The workman was suspended on 19-2-1995. He was accused of theft but he was not given the copy of the charge sheet. The enquiry was held against him without following the established procedure and norms. He claimed that his dismissal was illegal. The union asserted in its rejoinder that this tribunal had jurisdiction to adjudicate upon the industrial dispute as EME workshop in question was an industrial establishment of the Defence Department of Central Government. The workshop in question was an industry within the meaning of section 2(j) of the Act.

4. The written statement filed on behalf of the employer was to the effect that workshop in question was not an industry. After reciting the history of the creation of workshop it was stated that EME Station workshop in question was designated as such in 1965 in its present form. The workshop performed the work of repairs of vehicles, telecom equipments, Electro medical and Dental equipments, Small Arms, Kinema equipments, Engineering equipments, and other electrical job works. It also did the work of welding, painting, buffing and wood work carpentry etc. for the defence purposes. Its work done for Army, Navy, Armed Force, N.C.C. and D.G.D.A establishment. It is not an industry because it is performed the sovereign functions of the State. On merits of the case it was stated that the workman was apprehended when he was in the process of stealing certain items kept in a Janga Jeep belonging to United Nation at about 0.15 hours on 19th February 1995. The workman was relieved from his duties at about 23 hours in the night on 18th February 1995. After he passed the main gate of organization he returned back with a civilian named Sandeep Sakry Yeole. He was caught red handed by the sentry on duty Naik Shelke Ashok Ram Ramu and Chowkidar K.D. Jadhav. It is alleged Sandeep Sakry Yeole gave his confessional statement exhibit A in writing and Nand Lal gave Exhibit B

as his confessional statement. The workman was suspended there. It is alleged a departmental enquiry was held. The pleadings regarding the D.E. were to the effect that workman was served with charge sheet dated 20-2-1995 which he refused to accept. Thereafter, the enquiry was instituted. An enquiry committee of three persons headed by Captain B.K. Nair was constituted. Naik Subedar Mahesan K. was appointed as the Convening Officer. The delinquent was given a defending officer. In paragraph 11 of the statement it is stated as follows :

"11. The Departmental enquiry was conducted in which P-No. 1025 Chowkidar Sri Nand Lal Shripat and his co-accused Civilian Shri Sandeep Sakru Yeole were presented before the Presiding Officer to give their confessional statement in the presence of two other members of the Enquiry Committee and his Defending Officer. Since the workman confessed to the charges framed against him."

It is further pleaded that since the workman had confessed to his guilt, it was considered not necessary to supply a copy of the report of the enquiry officer. However, the workman was served with a copy of the order dated 13th March, 1995 along with the report of the enquiry officer. Thereafter, considering the explanation of the workman an order dated 13th March, 1995 Exhibit J was passed removing the workman from service.

5. The workman filed a rejoinder reiterating the fact that EME Station workshop is an industry. The workman appears to have asserted that workman had no intention to steal anything on 19-2-1995. The confessional statements recorded on 20-2-1995 were under severe beating and third degree methods employed by military guards. Both the persons were kept in a cell and had signed papers out of helplessness and fear of life. The workman denied that he was served with a charge sheet. It was denied that an enquiry was held. It was pleaded that no enquiry was held to ascertain their facts. It should not be conducted to obtain confessional statements. It was denied that any enquiry report was submitted by the enquiry officer. The so called enquiry report was not enquiry report. It recommended handing over the case to police. No conclusion was drawn in the enquiry. The order of dismissal was not based on any conclusive finding against the workman.

6. Before we embark upon the questions relating to validity of domestic enquiry, it is essential to determine, if the station workshop EME Type (L) falls within the definition of Industry as defined under section 2(J) of the Act. The matter goes to the root of the jurisdiction of this tribunal. It is in the fitness of things that this tribunal must determine its own jurisdiction before it decides the case on merits. It would not be gainsaid, that once this tribunal comes to the conclusion that employer is not an 'industry' the reference has to be answered by saying that question referred to this tribunal does not relate to an industry and as such, is not an industrial dispute. Consequently, the

tribunal has no jurisdiction to adjudicate. If the answer is opposite, then this tribunal shall dispose of industrial disputes on merits.

7. The status of the workshop at the time of dispute is stated in paragraph 4 and 5 of the written statement.

"4. The workshop was re-organised by the Ministry of Defence between 01 May 1965 to 30 September, 1965 and as a result, the base repair element of the workshop was disbanded. Outstation base repair commitments other than those of Kinema were either cancelled or transferred to other Base Workshops. The workshop was then designated as Station Workshop EMB Type "L" on 01 October, 1965.

5. Posted Strength of Workshop : The posted strength of Station Workshop EME Colaba, Mumbai-5 is as under :—

	Offr	JCOs/ Supervisor/	Other Ranks
Combatants	03	25	146
Civilian Staff	0	02	89

#### ROLE

#### PEACE

The role of this Station Workshop is :—

To provide light and field repairs to all type of vehicles/equipment held by the Army, Navy, NCC and DGQA establishments of Ministry of Defence located in the station as under :—

#### Vehicles

3 ton 5 ton 4 ton TATA, Truck 1 To NSN, Jeep Janga/Gypsy/Amb/Buses/Motor Cycle, Light Recovery Vans/Tractor/Fork Lifter Fire fighting vehs.

#### Telecom Eqpts

Radio set VA Mk II, PRC-25, Mine Detector, Telephone Set.

#### Instruments Eqpts

Non Electro Medical Equipments, Electro Medical Equipments, Field Inspection, PNVDS, Dental Eqpts.

#### Small Arms

Self Loading Rifle, Light Machine Gun, Carbine Machine, Bolt Action, Piston, Rocket Launcher, Mortars.

#### Kinema Equipments

Projector 35mm, Projector 16mm, Theater Type Solid State amplifier, Step down transformer, Speaker Box.

#### Engr. Equipments

#### FIP (Fuel Injector Pump)

#### Electrical Eqpts

Armature Winding, Alternator Repair, Bty Re-charging and Electrical Job work.

### Ancy Section

The undermentioned works are being done in Ancy Section Welding Plant, Turner, Buffing, Painting and Decorating, Carpenter work, Metal-Metalsmith work, Upholster work.

8. The workman in its rejoinder paragraph 2, and 3 has submitted that the workshop is an industrial establishment carried out under the authority of Central Govt. under Ministry of Defence. It is covered by the Factories Act. Regular elections are held by the establishment for holding posts of Works Committee as per rules framed under the Industrial Disputes (Central) Rules 1947. The workman denied the knowledge of facts stated in paragraph 2 to 5. In other words, the workman admitted the paragraph 4 and 5. That apart, Major Vashisht had filed affidavit in support statement in paragraph 4 and 5 of the written statement.

9. The witness examined by the employer Manoj Kumar Vashisht who filed the affidavit in support para 4 and 5 of the written statement has stated in the cross-examination that workshop is governed by Factories Act. He admitted that a working committee was constituted but unable to say under what rules it was constituted. On the other hand Rajendra Ghatge stated that he was unaware if the workshop was governed by the Factories Act but readily admitted that the working committee was constituted as per rules framed under the Act. The workman had stated in paragraph 4 of his affidavit that he affirmed the statement made by him in his statement of claim and rejoinder and same be treated as part of his affidavit. Thus, workman has not been cross-examined on the aforesaid two questions. Therefore, it is fair to hold that hitherto before the workshop was being treated as a factory and employees elected a works committee as per rules framed under the Act. However, from the finding recorded above it cannot be concluded that the workshop is an 'industry'. All that can be said that hereinbefore the workshop was being treated as Factory. Further that the working committee was constituted on the assumption that the rules framed under the Act were applicable to the workshop.

10. The answer to the question depends upon the interpretation of the words industry under 2(J) of the Act read with allied provisions thereof. Fortunately, it is not necessary to make fresh attempt to interpret the definition again. It was pointed out by the three judge Bench of the Supreme Court in General Manager Telecom V/s. Srinivas Rao 1998 1 LLJ-57 that the Bangalore Water Supply and Sewage Board vs. A Rajappa and others 1978 1 LLJ 349 holds the field. Consequently, it is not possible to deviate from the view taken by the majority in that decision. The tests laid down in the leading judgment given by Justice V.R. Krishna Iyer have to be followed.

11. It may be readily seen from the pleadings and evidence of the employer that the workshop is an

establishment of defence department. It employs personnel as well as civilians. The workshop performs the repair work for Army, Navy and Air force in respect of vehicles and equipment mentioned in paragraph 4 of the written statement. The aforesaid work is also done for other defence related establishment like NCC and DGDA.

12. The first question that is to be asked is whether the triple test laid down by the Bangalore Water Supply (supra) are fulfilled. They are (i) Systematic activity (ii) Co-operation between employer and employee (iii) production or distribution of goods and services calculated to supply human wants and wishes. It is apparent that pleadings of the employer that there is systematic activity of repair and there is co-operation between the employer and the employees. The work of 'repair' of vehicles and instruments amounts to distribution of service to satisfy human wants. Then 'prima facie' the workshop is an industry. Probably, therefore, it was registered as a 'Factory' under the Factories Act. It is, however, argued that the workshop is confined to the purpose of defence equipments for the three wings of the armed forces. Firstly, this argument is not factually correct. The establishment like NCC or DRDA may be defence related establishments, but they are independent entities and not part and parcel of armed forces. That apart, even if the work is done for repair of defence related equipment it cannot be said that workshop ceases to be an industry. This tribunal is of the view workshop not a 'defence establishment' in the sense it has an identity of its own. It is a workshop like any other workshop which carries on the work of repair of particular type of vehicles and equipments. It is an undertaking. It has been stated by the Supreme Court in paragraph 47 of the Bangalore Water Supply at page 375 as follows :

*47. Although we are not concerned in this case with those categories of employees who particularly come under departments alleged with the responsibility for essential constitutional functions of Government, it is appropriate to state that if there are industrial units separable from the essential functions and possess an entity of their own it may be plausible to hold that the employees of those units are workmen and those undertakings are industries. A blanket exclusion of every one of the host of employees engaged by Government in departments falling under general rubrics like, justice, defence, taxation, Legislature, may not necessarily be thrown out of the umbrella of the Act. We say no more except to observe that closer exploration, not summary rejection is necessary.*

13. The argument that this workshop is used for sovereign functions or 'essential constitutional function' of state is met by saying the workshop is a severable unit. One of essential functions of the state may be the defence of the state. But the maintenance of the vehicles and equipment used by defence personnel is not necessarily part and parcel of defence of State. It may be conceived that this kind of work can be performed by a workshop

owned by a private owner and the activity of the workshop of a private owner would not cease to be an industry for reason it is repairing the vessels and the equipments used by Armed forces. The workshop is a different and severable unit. This tribunal quotes the relevant summary of the conclusion of Supreme Court from paragraph 131 at page 405 of report :

*IV. The dominant nature test :*

- (a) *Where a complex of activities, some of which quality for exertion, others not, involves employees on the total undertaking, some of whom are not 'workmen' as in the University of Delhi case or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur will be the true test. The whole undertaking will be 'industry' although those who are not 'workmen' by definition may not benefit by the Status.*
- (b) *Notwithstanding the previous clauses, sovereign functions, strictly understood, alone qualify for exemption, not the welfare activities or economic and adventures undertaken by Government or statutory bodies.*
- (c) *Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within S.2 (j).*
- (d) *Constitutional and competently enacted legislative provisions may well remove from the scope of the Act.*

The case of workshop is definitely covered by clause (c) if not by clause (b). Accordingly, this tribunal holds that the workshop is an industry.

15. The preliminary issues that are to be decided if the workman was given reasonable opportunity during the course of enquiry. Firstly, we must look into the charge sheet. The workman stated in his evidence that he was not served with the copy of the charge sheet. The charge sheet has been placed on record marked (Ex-D) in the statement of claim. There is endorsement of refusal by the workman on this document. Major Vashisht had not deposed about service. Nobody has been examined on behalf of the employer for proving that workman had refused to accept the charge sheet. The affidavit filed by M. Shivraj was withdrawn as per order sheet dated 25-2-2002. The affidavit of R. V. Ghatge was filed. He stated that he had knowledge about facts of case from the documents of the employer. He did not personally deal with the case. The result is there is no denial on oath by examining a person who knew

about the fact of service. In fact, the enquiry can be held to vitiated because refusal was not proved. The workman has further stated there was no enquiry. Even on this aspect of matter, nobody was examined. Thus strictly speaking there is no proof that enquiry was held. This could be proved by examining any person who was present in the enquiry. The third aspect is that even if be proved, that the enquiry was conducted as per papers filed by the employer, the evidence on record, shows that workman was not given proper opportunity to defend himself. It is true that there was some person named as a defence representative by name Salve. There is nothing on record to show that he was given an opportunity to cross examine the witnesses W1 Ashok Shelke, W2 K.D. Jadhav, W3 K.D. Dutta, W4 Mahadesan K., W5 Subedar Major M. Ramaswami who would be the witness of the employer. Nandlal has been examined as W6. He was questioned in a manner of inquisition by the enquiry officer. After another witness Sandeep Sakru Yeole of the employer was examined as witness No. 7. He was allegedly the accomplice of the workman. He too was interrogated by the Enquiry Officer. There is nothing to show that the defence representative was allowed to take part in the proceedings and cross-examined the witnesses for the employer. In fact Nandlal should have been given an opportunity to cross-examine all the witnesses of employer. Then he should have been asked to lead evidence in or give his explanation to the evidence lead against him. It appears that no real opportunity was given to Nandlal to defend. In fact Rajendra Vinayak Rao Ghatge in cross-examination admits as much as that the workman was not given a defence representative. As to his testimony that C.S. Salve did not ask question in cross-examination the record does not show that he was ever asked to cross examine and he declined to do so. Moreover appointing a person as defence representative who set like a statue, during the course of enquiry without taking any part in it, would not amount to giving real opportunity. It must be presumed that an illiterate person like the workman was entitled to be defended by a competent person who had full knowledge of his duties and not by a person who was incompetent or not interested in the fate of the workman. There is nothing on record to show that workman had asked to be represented by Salve. The Articles of the chargesheet did not state that the workman was charged for actual commission of the theft. The case against him was that he attempted to steal some article from Jonga Jeep along with Sandeep Sakru Yeole on 19-12-1995. The finding is that the workman was responsible for stealing the property and attempting to steal the property. The conclusion is that "A serious departmental disciplinary action be taken against Chowkidar Nandlal after that the case be handed over to Civil police for action against him and Sandeep Yealekar. The police did not take any action in the matter. This fact is also not disputed. It appears to this tribunal that no proper enquiry was held against the workman.



16. However it has been urged before this tribunal that apart from enquiry the confessional statement of Nandlal Chowkidar immediately at the time of apprehension should be considered for justifying the order of dismissal. In the opinion of this tribunal the confessional statement of Nandlal Chowkidar filed as annexure B cannot be considered at this stage for reason the workman had filed his affidavit only against the conduct of enquiry as he was dismissed pursuant to the enquiry. He stated in his affidavit that his statement of claim and rejoinder be treated as part of the affidavit. He had pleaded in his rejoinder that the confession was obtained under threat and coercion. In such circumstances the employer cannot fall back upon the confessional statement made prior to the holding of enquiry. This question whether the confession was voluntary or otherwise can be decided after the evidence is led on merits.

17. The result of the aforesaid discussion is that the entire enquiry held against the workman and the consequential order of dismissal dated 13th March 1995 is hereby set aside.

18. During the course of the arguments, the learned counsel for the employer submitted that the employer wants to lead evidence to prove the charges against the workman. This request has to be granted in view of the Supreme Court Judgement in the case of Delhi Cloth and General Mills Company vs. Ludd Budh Singh 1972-1-LLJ 180. It has been held in that employer is entitled to make the request before enquiry is closed. Accordingly, the case is now shall be fixed for granting opportunity to the employer to prove the charges against workman.

S.C. PANDEY, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I**

**MUMBAI**

**PRESENT:**

**SHRI JUSTICE S.C. PANDEY,**  
Presiding Officer

**REFERENCE NO. CGIT-61/1997**

**PARTIES:**

Employers in relation to the management of Station  
Workshop, EME, Colaba, Mumbai

**AND**

Their Workman

**APPEARANCES:**

For the Management : Mr. K.S. Kallapura, Adv.

For the Workman : Mr. B.M. Masurkar, Adv.

State : Maharashtra,

Mumbai, dated the 31st day of March 2004

**AWARD PART-II**

1. This is a reference made under section 10(1)(d) read with sub-section (10) 2-A of Industrial Disputes Act, 1947

(the Act for short) by the Central Govt. for giving an award on the following question referred to it.

"Whether the action of management of Station Workshop EME in terminating the services of the workman Shri. Nandlal Shripat, Chowkidar without conducting proper enquiry is justified? If not, to what relief is the workman entitled to?"

2. The undisputed facts of this case are that Nandlal Shripat (hereinafter referred to as the workman) was employed as a Chowkidar at Station Workshop EME since 17/11/1981. His services were terminated by order dated 13th March 1995. The Conciliation proceedings before the Asstt. Labour Commissioner (Central) were moved on behalf of the workman. The commanding officer of Station Workshop EME Type L (employer for short) had disputed the jurisdiction of the Regional Commissioner saying that he had no jurisdiction to hear the matter as the employer was not an 'industry' within the meaning of the Act. The Conciliation failed. Thereafter, the E.M.E. Employees Union moved the Central Government for referring the matter to this tribunal.

3. Pursuant to notice issued by this tribunal, the workman in its statement of claim stated that he was employed as a Chowkidar from 17-11-1981. The workman was suspended on 19/2/1995. He was accused of theft but he was not given the copy of the charge sheet. The enquiry was held against him without following the established procedure and norms. He claimed that his dismissal was illegal. The union asserted in its rejoinder that this tribunal had jurisdiction to adjudicate upon the industrial dispute as EME workshop in question was an industrial establishment of the Defence Department of Central Government. The workshop in question was an industry within the meaning of section 2(j) of the Act. In the written statement of Station Workshop EME it was asserted that the Workshop was not an industry within the meaning of Section 2(j) of the Act. On merits, it was asserted that the domestic enquiry was just and proper.

4. By Award Part I dated 12th October 2002, this tribunal held that employer was an industry and the domestic enquiry was bad in law. The employer was given an opportunity to prove charges.

5. It is therefore, necessary to state only these facts in this case whereby the charges framed against the workman are sought to be proved. According to the written statement of the Employer the workman was given charge-sheet dated 19-2-1995. The purport of the chargesheet was that on 19th February 1995 he was caught at 0015 hours along with one civilian Sandeep Sakhru Yeele, when both of them were in the process of stealing the items from Jonga Jeep belonging to United Nations. It was alleged that workman was off duty at the relevant time. Both the persons were apprehended by Naik Ashoke Ramrao Shelke (the sentry) and K.D. Jadhav Chowkidar, when they tried

to steal certain items from the Jonga jeep belonging to United Nations. It was alleged that the workman was relieved from his duty of chowkidar of the EME workshop at 23 hours in the night on 18th February 1995. He returned back to steal the items. He confessed that he was guilty and gave in writing Exhibit B. Sandeep Sakhru Yeole gave this confession Exhibit A. Thereafter, the workman was subjected to enquiry which has been set aside by Award Part I dated 12th October 2002.

6. The workman in his rejoinder had denied the allegations made against him as per charge sheet. It was claimed by him that he did not leave the premises after duty hours. He remained in the premises at the request of his immediate superior who wanted him to take out a bottle of alcohol. He claimed that he was caught because of suspicion. He was given severe beating thereafter. He was asked to sign certain statement under threat to his life. He was kept in a cell and the military guards gave him beatings. He claimed that he was unconscious and signed the paper supplied to him which are being produced as his confessional statement.

7. The issue which has to be decided now is:

Whether it has been proved by the employer that the workman was caught red handed when he was trying to steal the parts of Jonga Jeep belonging to the United Nations which was stationed in the premises under the Commanding Officer EME workshop?

8. The employer has examined two witnesses (1) Captain Ashish Vasudeva and Ashoke Shelke. The workman entered the witness box in defence of his case. The examination in chief of two witnesses was done by way of affidavit. They were cross examined by the counsel for the workman. Thereafter, the employer closed his evidence. The workman filed his affidavit in lieu of examination in chief. He was cross examined by the counsel for the employer. Thereafter, he closed his case.

9. Now the evidence of Captain Ashish Vasudeva cannot be of any help. He has tried to prove the documents filed during the course of enquiry as a part of official record. The entire affidavit of Captain Ashish Vasudeva is without any significance when he admits in cross examination that he had no personal knowledge about the veracity of the contents of documents filed by him along with his affidavit. Therefore, he only proved that the documents were filed during the course of enquiry. Since that enquiry has been set aside the documents on which the employer could be proved by the person before whom the confession was made, recorded and signed by the workman. It has not been proved by Captain Vasudeva's evidence that these documents give factually correct account. Moreover, the workman has been deprived of his right of cross examination of the concerned witness to disprove statement made in the documents. Therefore, this tribunal holds that Ashoke Ramarao Shelke is the only witness who has been examined to prove charge against the workman. Ashoke

Ramana Shelke stated that the workman and another person caught when they were standing inside the outer gate and outside the inner gate. He stated that the outer gate was not locked but the inner gate was locked. He specifically stated on being told by Mr. Jadhav, he went near the two persons. They tried to run away. He caught them and handed over to Guard Commander. He stated that nothing was found on the person of the two delinquents. This evidence does not show that the workman and another civilian were caught in the process of stealing parts of Jonga Jeep. Ashoke Ramrao Shelke is totally silent about it. Now if we see the versions of Nandlal Shripath, the workman, in cross examination, it would be clear that he denied that he had come with Yeole from outside. He had stated that he was inside the prohibited area after finishing the duty. He denied that he had come near the wire fence where the Jonga Jeep was kept along with Yeole. He stated that another person was caught also but he was unknown to him. He said specifically, that confession was extracted from him under threat and duress. He stated that he was threatened with physical violence in the court of enquiry.

Thus, from the evidence on record, it appears that the workman was apprehended within the prohibited area at about 11.45 PM or 12 PM on 18-2-95. There was another person caught with him. This is all that Ashoke Ramrao Shelke stated. Both the persons were handed over to Guard Commanders. There is nothing to show that these persons were trying to steal anything from Jonga Jeep. The workman has denied the suggestion that he was caught near the wire fence where Jonga Jeep was kept. This question was put to him though Shelke did not say so. The confession has not been proved by examining the person before whom the confession was made. However, the workman stated that he had made confession under threat and coercion. There is no evidence led by the employer to say that facts were otherwise. The version of the workman is accepted as it is within the preponderance of probability especially when there is nobody to rebut it. Therefore, all that is proved before this tribunal that workman was apprehended within an hour of being relieved from duty in the prohibited area. One more person was also apprehended. Both tried to run away from spot. They were handed over to Guard Commander. The confession of the workman has not been proved to be voluntary, without threat or promises. This tribunal finds that the charge of attempting to steal parts of Jonga Jeep has not been proved. It has also not been proved that workman and the other person Yeole had jointly entered the premises having a common plan in their minds. It may be that they tried to run from the spot. Even this question was not put to the workman. However, standing in a prohibited area belonging to armed forces itself could entail fear of punishment and therefore, the workman tried to run not because he was in the process of stealing Jonga Jeep parts. Thus, the charge against the workman as framed by employer has not been proved.

11. The next question is that has to be decided now, is regarding the relief to the workman. It is apparent that workman was caught in the prohibited area when he was off duty. Another person was also caught along with him. Under these circumstances, it would not be proper to hold that workman is entitled to reinstatement with full back wages. The fact that workman was found within the prohibited area is borne in mind for moulding relief to the workman in accordance with the ends of justice. This tribunal, therefore, holds that the workman is not entitled to back wages. He is entitled to reinstatement alone from the date of dismissal. He will be entitled to other benefits apart from the wages for the period for which he was not allowed to serve. He shall be given the benefit of seniority increment of pay etc. to date of this award as if he was in service. No costs.

12. The reference is answered by stating that the workman is entitled to relief as stated in paragraph 10 above.

S.C. PANDEY, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2004

का.आ. 1266.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत सरकार मुद्रणालय के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-II, नई दिल्ली के पंचाट (संदर्भ संख्या 68/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-16012/2/94-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 29th April, 2004

S.O. 1266.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/95) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Government of India Press and their workman, which was received by the Central Government on 28-04-2004.

[F. No. L-16012/2/94-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL: CUM  
LABOUR COURT-II, NEW DELHI

I.D. NO. 68/95

Presiding Officer: R.N. RAI

In the Matter of:—

Dhir Singh

Versus

Govt. of India Press

—The Ministry of Labour by its letter No. L-16012/2/94/IR (DU) Central Government has referred the following point for adjudication. The point runs as hereunder:—

“Whether the action of the management of Manager, Govt. of India Press is justified in imposing penalty to Shri Dhir Singh of reduction of pay to Rs. 1250/- per month in the time scale of pay Rs. 950-20-1150-EB-25-1500 for three years w.e.f. 1.8.1991 and also in ordering that the workman would not earn increment of pay during the reduction period and also giving effect of postponing his future increments? If not, to what relief the concerned workman is entitled to?”

The workman has filed statement of claim. The workman was working as Binder Grade-II in Govt. of India Press, Ring Road, New Delhi. The workman has been charged that he had manhandled and slapped Shri R. Kunjithapatham the then Manager of Govt. of India Press, Ring Road on 26.10.1989 and he was suspended on 27.10.1989. The enquiry was ordered by the Director of Printing. The enquiry was held by the Dy. Director (Admn.).

It has also been submitted that the enquiry officer was of the rank of the Manager because Dy. Director is equivalent to the rank of the Manager of the Press. One of the parties was the Manager of the Press. It is expected that the enquiry officer should be of the rank above the persons involved in the enquiry. The workman was not allowed to have the defence of his own choice although he requested the enquiry officer to do the needful.

The enquiry was done exparte. The two of the prosecutive witnesses i.e. Shri Om Parkash, Peon and Shri Man Singh, LDC clearly told that the enquiry officer that the story of slapping or manhandling Shri R. Kunjithapatham is cock and Dull story which was preplanned and whole of the statements were prepared at Manager's residence. This shows that the witnesses were forced to give their statements forcibly.

It has been further submitted that Shri Dhir Singh had been taking part in the union activity for a long period and in that particular year. He was not the office bearer of the union. The management had personal grudge against the workman and they got the chance and made false cases against him and punished him due to their own revenge and as a result of the enquiry. His three increments were reduced and stoppage of three increments for ever. Two increments of the suspension period have also not been given.

It has also been requested that the period of suspension be regularised and he may be made full payment with interest.

The management has filed written statement. In their written statement, it has been stated that sufficient time and opportunity to prove his case in the enquiry proceedings but he failed to do so. He cannot be allowed to take benefit of his own wrongs.

That the punishment awarded is just, fair and lenient in view of the gravity of the offence and inconsonance

with the discipline among staff. Principles of natural justice have been followed. The then Manager Shri R. Kunjithapatham who was accompanied by S/Shri Naresh Tyagi, Overseer, D.C. Verma, Line Operator, Shri Dhir Singh intercepted him Shri Kunjithapatham in a tune of anger questioned him as to why a report furnished by Shri Negi, AM (T) against Shri Bir Singh, Compositor Gr. II had been forwarded to the Police Authorities to which Shri Kunjithapatham replied that he had done his duty as head of the office. Hearing this Shri Dhir Singh slapped him on his left cheek and rushed into the press. He was placed under suspension and enquiry was held against him.

The two charges leveled against Shri Dhir Singh are as under :—

1. Shri Dhir Singh manhandled and slapped to Shri R. Kunjithapatham, the manager and rushed into the press on 26.10.1989 at 7.15 PM.
2. Shri Dhir Singh absented himself unauthorisedly from his working seat in the Hindi Section from 6.15 PM to 7.30 PM on 26.10.1989.

Shri H.A. Yadav, Jt. Director was nominated as ad-hoc Disciplinary Authority under the Presidential order issued vide Ministry of Urban Development. Thereafter Shri Rajinder Singh, Dy. Director (Admn.) was appointed as Inquiry Officer in this case.

The first enquiry was held on 19-07-1990. The Inquiry Officer requested to Shri Dhir Singh to intimate the name of his defence assistant but did not do so. Moreover Shri Dhir Singh raised the question of appointment of Disciplinary Authority and Inquiry Authority. His application/objection in this regard was forwarded to Directorate of Printing for consideration.

The next date of hearing was held on 30-07-1990. Shri Dhir Singh desired the assistance of Hindi Translator (Shri D. P. Mishra, Hindi Translator was called on 19-07-1990). Shri Singh was again asked whether he admitted the two charges framed against him. Shri Singh denied both the charges one by one.

The next hearing was held on 09.08.1990. On that date Shri Singh did not attend the inquiry on medical ground. He alleged that the Inquiry Officer is biased and appointment of disciplinary authority is unlawful. His application was forwarded. It was considered by the Director of Printing Press but he did not find any truth in the application and it was rejected on 7-9-1990. The statement of Shri Kunjithapatham was recorded. The workman was asked to cross-examine Shri R. Kunjithapatham. He replied that he would not examine without his defence assistant. His defence assistant met an accident as was told by him. The evidence of Shri Kunjithapatham was closed. On 8-10-1990, Shri Dhir Singh was asked to name his witness but he did not mention the name. He was also requested to cross-examine MW-1 but he did not do so. Thereafter the witnesses of S/Shri D.C. Verma, Naresh Kumar, Ranjeet Singh and Om Prakash were recorded. Shri Singh again did not cross-examine any of these witnesses. The evidence of four witnesses was closed.

On 24.10.90, S/Shri Sudarshan Lal, B.S. Tejale and Shri Man Singh was held and copies of the evidence were given to Shri Dhir Singh. Shri Singh did not cross-examine the witnesses and the evidence of three witnesses were closed. On 1.11.1990, Shri Singh delivered a letter and copies to I.C. and P.O. that he intended to seek the services of Shri Y. S. Siddiqui, Accountant, O/o the AGCR as his defence Asstt. He was told that enquiry officer could not go on postponing the Inquiry because the charged official had not found a defence Assistant.

Heard arguments from both the sides and perused the papers on the records. It is clear from the enquiry itself that the workman did not cross-examine any of the witnesses. At least three witnesses were present when Shri R. Kunjithapatham, the then Manager was slapped. Those witnesses were also examined but he did not cross-examine any of the witnesses. At least in this enquiry, four persons have been examined who were present on the place of occurrence and they have not been cross-examined so their examination in chief will be read in evidence.

The workman has also filed written arguments. The witnesses who were present on the scene of occurrence according to the charge-sheet have been examined. It has been stated in the written arguments that the enquiry officer has not done any justice to Shri Dhir Singh by not acceding to his request for providing the D. Asstt. of his choice. So the enquiry was done ex-parte which is against the natural justice. So the doubt arises on the propriety of the Enquiry Report. It has also been written that Shri Dhir Singh is totally innocent and has been forcibly implicated in the false cases by the management. I have gone through all the papers of enquiry report and it is apparent from the enquiry report itself that principles of natural justice have been followed, copies have been provided to him. Translator has been provided to him. Defence assistant has been provided to him and he was asked several times to cross-examine the management witnesses but he failed to do so as such the enquiry cannot be taken to be ex-parte and against the principles of natural justice. The punishment inflicted on the delinquent workman is not very excessive. He has committed a criminal offence but his only three increments have been withheld with cumulative effect. In the facts and circumstances of this case, the enquiry is just and proper and is not liable to be set aside on any ground.

The award is replied thus :—

The action of the management of Manager, Govt. of India Press is justified in imposing penalty to Shri Dhir Singh of reduction of pay to Rs. 1250 per month in the time scale of pay Rs. 950-20-1150-EB-25-1500 for three years w.e.f. 1-8-1991 and also in ordering that the workman would not earn increment of pay during the reduction period and also giving effect of postponing his future increments.

The workman is not entitled to get any relief prayed for.

The award is given accordingly.

Dated : 19-4-2004

R. N. RAI, Presiding Officer



नई दिल्ली, 29 अप्रैल, 2004

**का. आ. 1267.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए.एस.आई. के प्रबंधन के संबंध में निवेदन और उनके कार्यकर्ताओं के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-II, नई दिल्ली के पंचाट (संघर्ष संख्या 156/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[का. सं. एल-42011/22/97-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 29th April, 2004

**S.O. 1267.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 156/97) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 28-04-2004.

[F. No. L-42011/22/97-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL: CUM  
LABOUR COURT-II, NEW DELHI**

**L.D. NO. 156/97**

**PRESIDING OFFICER: R. N. RAI**

**IN THE MATTER OF:**

**PUTTILAL AND OTHERS**

**VERSUS**

**ARCHAEOLOGICAL SURVEY OF INDIA**

#### AWARD

The Ministry of Labour by its letter No. L-42011/22/97/IR(DU) dt. 27-09-1997 has referred the following point for adjudication. The point runs as hereunder :—

“Whether the action of the management of Archaeological Survey of India in terminating the services of S/Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Khedan Prasad, Phool Kali is just fair and legal? If not what is the relief the workman are entitled to?”

The claimant has filed statement of claim. In the statement of claim, he has given the names of 7 workers whose services were terminated on 09-02-1996 and 24-1-1996. They were employed from 1982 till 1990. It has been further stated that the workmen had raised dispute on 22-8-1995 before the Asstt. Labour Commissioner for grant of permanent status and the date was fixed by the

ALC on 17-10-1995 at 11.00 hrs. In the meanwhile, the management terminated the services of all the workmen without taking even prior permission before the Conciliation Officer to teach them a lesson. The dispute has been referred to by the Ministry of Labour. The management has not paid wages, compensation, notice pay and the management has not held any enquiry. That all the workmen have completed more than 240 days of service and has been working since long time but the management retained junior workmen in service and disregarded the principle of first come last to go thereby discriminated between the workman.

That it was further submitted that junior to them S/Shri Dalbir Singh and Surender Prasad who were recruited in the year 1992 and were given temporary status in the year 1994 w.e.f. 1-9-1993 in the pay scale of Rs. 750-940 so violated the provisions of Industrial Disputes Act, 1947.

That the above workman were retained as daily rated on muster roll with a view to deny them the permanent status and privileges for years together which is also unfair labour practice as envisaged in item 10 of Fifth Schedule of Section 2(a) of the Industrial Disputes Act, 1947. It has been further submitted that the management is performing the work of maintenance of building and operation, gardening, monuments, plantations etc. of Archaeological Survey of India are covered under the definition of 2(g) of Payment of wages Act and being the workmen under the above Act, the above workmen are covered under Industrial Employment Act.

The services of the workmen were terminated in violation of the standing orders of 1946. The workman were entitled to regularisation as they have done 90 days service but their services were terminated without giving any compensation. They are unemployed and facing starvation due to unfair labour practice adopted by the management.

It is, therefore, respectfully prayed that this Hon'ble Court may please to reinstate the following workmen :—

1. Putti Lal
2. Babu Lal
3. Satya Dev
4. Hare Ram
5. Ravinder
6. Phool Kali
7. Khaden Prasad

The management has filed written statement. In the written statement, the management has denied the paras of the statement of claim and has admitted that they were engaged as daily wagers employed as per need of seasonal work in gardens, when the work was completed the daily wage employee were disengaged. There was no appointment letter issued to them. They are the employee of the ASI. The Industrial Disputes Act, 1947 is not

applicable to them as they were casual seasonal labour. The ASI is not an industry. The workmen have not completed 240 days, as such, 25 (F) is not applicable. The workman has filed rejoinder and in their rejoinder, they have repudiated the allegations of the written statement and have asserted that they were not the casual labourers but their service was broken notionally so that they may not become permanent worker. Hon'ble Supreme Court in 1978 I LLJ-349 has decided the definition of 'industry'. Under that definition, the applicants are the workmen and the ASI is an industry. The workman worked under the Horticulture Department.

Heard arguments from both the sides and peruse the written arguments and the documents on record. The learned counsel for the workmen argued that ASI is an industry. In this respect, 2000 LAB IC 613 was cited. It has been held that Horticulture Department is an industry. The Hon'ble Supreme Court also in CA No. 4375/1990 dt. December, 6, 1995 has held that Forest Department of the State Government is an industry. If casuals or temporaries are continued for long years, the object manifests itself and no scrutiny is needed—namely, it was to deprive them of the status of permanent employees.

Besides the citations, my attention was drawn to 1997 Supreme Court (L&S) cases 1079. This judgment relates to Cooperative Training Institute. In the amended definition of 25F, training institutes have not been held industry.

It was submitted from the side of the management that none of the workmen have completed 240 days so Section 25F of the Industrial Disputes Act is not applicable to them.

Shri Khedan Prasad worked from 1990 and did not work in any year for more than 146 days as such he is not completed 240 days.

Shri Satya Dev started worked from 1988 but he worked for 106 days for the maximum period.

Similarly Shri Hare Ram started worked from 1989 and he has not also completed 240 days. The maximum period is 127 per year. Smt. Phool Kali started worked in 1990. She has also worked for the maximum period of 148 days. Shri Babu Lal has worked for the maximum period of 138 days in a year. Shri Putti Lal started worked in 1982 and he has also worked for 153 days in one year and in the other years, all the workmen have done about 100 days or 110 days maximum, ranging from 90 days to 130 days. As such 25F of the Industrial Disputes Act is not applicable. The learned counsel for the workmen said that at least they have completed 90 days, so standing orders of 1946 are applicable. The Standing Orders of 1946 are applicable when appointment letter for permanent post is issued. In this case, no letter for permanent appointment has been issued. As such, standing order 1946 is not applicable. It has been held in 1993-LLJ-LLJ-I-35, in case juniors are promoted and

the workmen are on muster roll, 25(G) is applicable. According to the 25(G) last come first go principle is applied. Since the workman has not worked for 240 days but from the statement given above, it transpires that they have worked from 7 to 8 years and some workmen have worked for 14 years so they spent major part of their life in discharging their duties under the Horticulture Department. At least 25(G) and (H) are applicable to them. They have been removed and somebody else placed at their places. This amounts to unfair labour practice under Section 2(RA) of the Industrial Disputes Act. The work of the Horticulture Department is of perennial and permanent in nature. They have to employ workmen for maintenance of the garden. The duties of the workmen also shows that they were engaged in various places but they worked six days in a week and they were not given payment of 7 days. They cannot said to be the seasonal employees. They are atleast casual labourers and their services cannot be replaced by any other person under the principle last cum first go. This principle has not been followed by the Horticulture Department. As such they have violated 25(G) and (H). The applicant deserves to be reinstated at their post of work with 25% back wages and whenever the vacancy is created, they would be given first preference and their services would be regularised. The award is replied thus :—

The action of the management of Archaeological Survey of India in not granting permanent status/regularisation to S/Shri Puti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Smt. Phool Kali and Khedan Prasad is neither legal nor justified. The workmen are entitled to be reinstated at their previous post with 25% back wages and no junior to them should be regularised. They should be regularised as and when the vacancies arise and the Horticulture Department is directed to create vacancies for regularisation as they have worked for 8 to 14 years in their department.

The award is given accordingly.

Dated : 20-04-2004.

R. N. RAI, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2004

का. आ. 1268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रिम न्यायालय नम्बर-2, नई दिल्ली के पंचाट (संदर्भ संख्या 108/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-12012/174/91-आई.आर. (बी. II)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 5th April, 2004

**S.O. 1268.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/91) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-12012/174/91-IR (B-II)]

AJAY KUMAR, Desk Officer

# ANNEXURE

## BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CUM LABOUR COURT-II, NEW DELHI

I. D. No. 108/91

**PRESIDING OFFICER: R. N. RAI**

**IN THE MATTER OF:**

**K. K. ANAND**

**VERSUS**

**CENTRAL BANK OF INDIA**

# AWARD

The Ministry of Labour by its letter No. L.-12012/174/91/IRB-II dt. 19-09-1991 has referred the following point for adjudication. The point runs as hereunder :—

“Whether the action of the management of Central Bank of India in dismissing Shri K.K. Anand, Clerk from the service of the bank is justified. If not, to what relief is the workman entitled?”

The claimant has filed statement of claim. In his statement of claim, he has stated that on 10-04-1986, Shri K.K. Anand, Clerk was served with a Memo under the signature of Shri Naresh Malhotra, Disciplinary Authority, Regional Manager, suspending him from the bank services with immediate effect. He was further informed that it has been decided to hold the departmental enquiry against him for his involvement in the fraud of Rs. 2000/- and Rs. 1500/- in HSS accounts of 20871 and 20872 respectively on 6-12-1985 at the Branch Office Parliament Street. Shri K.K. Anand sent reply to that letter and he said that he has nothing to do with the fraud alleged but another memo was served on him on 15-07-1986 which reads as under :—

“That on 6-6-1983 he introduced and certified the accounts of Mr. M.A. Sajid and M.A. Hafis bearing Saving Account Nos. 20871 and 20872 respectively. On his certificate and introduction the bank opened the above mentioned account. The address given by the Accounts Holders in the account opening form was C-7/26, Lajpat Nagar, New Delhi. On making the enquiries by post as well as by deputing special officer it transpired that there is no such address given by the account holder.”

It has been further submitted by the claimant that he has only introduced the account of Mr. Sajid and M.A. Hafis whom I had known to be residing and the address given to the Bank at the time of accounts were opened. I maintain that I had given the correct introduction and I am not aware of the type of the investigations made by you in this regard. All that I can say that I was at no stage associated with the so called investigation. As such, introducing of an account is not an offence in any way. He is not at all concerned with the withdrawal of money. The charge sheet was served on the workman on 6-6-1983 alleging that he has introduced the account of two persons mentioned above. They belong to Lajpat Nagar whereas the bank is in Parliament Street and he has wrongly withdrawn by forging their signatures Rs. 3500/- from account No. 20871 and account No. 20872 on 6-12-1985 by withdrawal forms and to avoid detection simply put up the teller payment stamp on the signature of the account holder appearing on the withdrawal forms. He also in connivance with Mr. M. K. Jain entered the said amount in Teller payment book. However, signatures appearing on the withdrawal forms apparently do not tally with the signatures of the account holders appearing on the specimen signature cards. On close scrutiny of the aforesaid withdrawal forms, it has been observed that the same are written in the handwriting of Mr. K. K. Anand. He has been further charged for standing guarantor for term loans of Rs. 4000/- each raised by Mr. Ramu and Mr. Budha on 13-10-1983 from Branch Office Morigate. In this way, four charges were levelled against him. One for introducing the account, the second for withdrawal of money, the third for making entry in the ledger etc. and the 4th for standing guarantor for terms loan. After serving charge sheet, the enquiry was held. It has been further stated that when the letter was sent for verification of the address. It was reported back with the endorsement left. It indicates that those two persons remained on the address as has been given in their pass book but subsequently, they left the place. It was further submitted that the introduction by the workman is correct. The address of the account holders is correct. Since they had left the place, so the registered letter came back with the endorsement left. One witness from the bank was examined and thereafter, the other two witnesses were also subsequently examined. He has only received information from Mr. Satish Chopra whereas MW-4 has stated in his cross-examination that he did not associate Mr. Anand in the investigations. This indicates that the matter was investigated by Mr. Satish Chopra and he did not told this fact to Mr. R. K. Nagpal. It has been further submitted that the enquiry officer was first asked to search those person whose accounts were introduced. In case they are found to be correct persons and they have withdrawn the money themselves, then all the allegations will stand false but the enquiry officer did not pay any heed to the request of the workman. It has been further submitted that if a little care would have been taken, those two account holders would have been traced and they would have admitted that they

have themselves withdrawn the amount as the amount was deposited by them and there is no complaint from their side that somebody else has withdrawn Rs. 3500/- from their account. So it is clear that there was no connivance of the other two persons and Asstt. Head Cashier with Mr. K. K. Anand. The other two persons charged for connivance were also suspended but they were made witnesses against the workman under threat or persuasion that no action will be taken against them if they depose against Mr. Anand. No person has been examined to prove that he saw Mr. Anand filling the withdrawal form, deposited it, making entry in the cash book. That the enquiry proceedings will show that the bank had not produced any evidence/witnesses who could suggest that he had seen Mr. Anand anywhere near the place where these records were placed or Shri Anand sitting in the Teller cabin or dealing with the customers at any time on that day or taking cash from Mr. Nijhawan, the teller clerk. Even the MW-7 who is the Chief Manager of the Branch in his cross-examination had confirmed that the Asstt. Head Cashier Mr. M. K. Jain, with whom the bank had alleged connivance of Shri Anand, had paid the money to Shri Ashok Nijhawan, Teller Clerk and an entry to this effect had been made by the Asstt. Head Cashier in his respective book.

It has been further submitted that the Handwriting report was authentic and proved to be a sub-standard one by the management's witness only. The enquiry officer knowing fully this fact blocked the evidence of Shri Satish Chopra, MW-4, during the course of cross-examination by the defence, by disallowing a number of questions, put by the defence to MW-4.

It has been submitted that the enquiry officer was not functioning as an Independent authority and was helping the bank by filling up the gaps left over by the presenting officer or by acting himself as a Presenting Officer.

That it is quite clear that the enquiry was a mere formality and the entire exercise was an eyewash. The bank had pre-determined the punishment to be awarded to Shri Anand and intentionally appointed an Enquiry Officer from Bombay whose conduct was neither fair nor impartial nor bias-free. The enquiry officer did not confine himself to deal with the scope of the charges with which he was entrusted but travelled beyond that and throughout the course of enquiry proceedings acted on the pre-determined dictates of the management. That the enquiry officer did not present himself as an independent enquiry officer and filled up the gaps in the evidence presented on behalf of the management and acted in a manner not expected from an independent, impartial and un-biased presiding authority. That the act of management in dismissing Shri K. K. Anand notwithstanding constitutes unfair labour practice.

The bank has filed written statement. In his written statement, it has been admitted that Mr. Anand introduced the accounts of Shri M. A. Sajid and Shri M. A. Hafeez bearing HSS account No. 20871 and 20872 respectively.

Shri Anand fraudulently and in connivance with Shri M. K. Jain managed to withdraw Rs. 1,500/- from HSS A/c No. 20871 and Rs. 2,000/- from HSS A/c No. 20872 on 6th December, 1985 by withdrawal forms and to avoid detection simply put up the teller payment stamp on the signature of the account holder appearing on the withdrawal forms. He also in connivance with Shri M. K. Jain entered the said amount in Teller Payment Book. However, signatures appearing on the withdrawal forms apparently do not tally with the signatures of the account holders appearing on the specimen signature cards. On close scrutiny of the aforesaid withdrawal forms, it has been observed that the same are written in the handwriting of Shri K. K. Anand. In order to withdraw the above mentioned amount, Shri Anand made entries of Rs. 1,500/- and Rs. 2,000/- in respective accounts of HSS ledger, Teller cash payment book and supplementary book. Witnesses were produced from the side of the management and the workman was given sufficient opportunity to cross-examine them. All the withdrawal forms and the withdrawal forms were destroyed. Subsequently, the withdrawal forms were signed by Mr. Anand. Charge No. 4 has not been proved and was not held guilty of charge No. 4. In this way, principles of natural justice have been fully followed in this case and the enquiry is quite fair. The workman has filed rejoinder and in his rejoinder, he has denied all the charges levelled against him and he has stated that he was Vice President so the management has the conspiracy to implicate him as he was Vice President of the Association and the Vice President cannot be deemed to have cordial relations with the authorities. As he always took the side of the workman, the workman was treated rudely by the authorities. As such, the entire enquiry has been conducted only to penalize the workman who is quite honest and who is not at all concerned with the withdrawal of amount as has been alleged. He has introduced the signatures of two persons, who were acquainted with him and their addresses have also not been verified and they themselves withdrew the amount. That is why they made no complaint that money has been withdrawn from their account.

Heard arguments from both the sides and perused the records. The learned counsel for the workman submitted that it was admitted that the account was introduced by the workman but the person whose account was introduced were the correct persons. The above persons were acquainted with Shri Anand and they lived in Lajpat Nagar. Subsequently, they left that place. The cash was received by Shri Nijhawan and not by the workman. The workman was found guilty of charge Nos. 1, 2, 3 and 4 and charge No. 2 to the extent that fictitious credit entries in the ledger account and the fraudulent withdrawal against such entries were made by Shri Anand. So far as charge regarding standing guarantor to the two persons is concerned, it is quite obvious that Shri Anand had stood guarantor for term loan of Rs. 4000/- but there was more than Rs. 5000/- in their account so this charge has no validity. In case there was anything wrong, an FIR should have been lodged and proper investigation would



have been made under Section 409 IPC, but since there was mala fide intention of the management so no FIR was lodged but a domestic enquiry was held. There is no mention of charge No. 4. Only findings on charge No. 1, charge No. 2, charge No. 3 have been given by the enquiry officer.

It has been further submitted that the documents were not given to the workman along with chargesheet as is evident from the enquiry date 22-09-1986 page No. 5. It has been mentioned that documentary evidence will be produced during the course of enquiry, the presenting officer had also reserved his rights to produce other documents during the course of enquiry. The name of the witnesses were also to be given during the course of enquiry.

It is established law that along with the chargesheet, all the documents to be relied upon are to be mentioned and the name of all the witnesses must be given who will depose against the delinquent but in this case along with the chargesheet, papers have not been given to the workman so that he could prepare his defence and put questions to them.

It is further submitted that the addresses of the account holders have not been verified. Landlord may have told the new addresses of the account holders and he ought to have been summoned and examined whether they have withdrawn the amount themselves or some other person has forged their signatures but this was not done by the enquiry officer intentionally. It is not possible for Mr. Anand to commit fraud. In this case, no charge sheet has been shown and no warning has been given to PWs and no oath has also been given to PWs so that they could speak the truth at the time of their cross-examination. It has been further submitted that there were three delinquents who were charge-sheeted on the same very offence but separate enquiries have been conducted against everyone of the three which is absolutely against the concept of the co-delinquent enquiry.

In case three persons are involved in the same offence, the enquiry must be started against all the three persons together. There is no provision for holding separate enquiry and make the other co-delinquents. It is of-course natural that if the other two delinquents are suspended and they have been charged with the same offence, if they are given assurances that no action will be taken against them, then they would state under the undue influence coercion and direction of the management and their evidence cannot be relied upon.

Heard learned counsel for the management. It was argued from the side of the management that Shri K. K. Anand was involved in acts of omission and commission while working at Parliament Street, New Delhi. He introduced two accounts of fictitious persons and withdrew Rs. 3500/- from those two accounts by forging signatures of the account holders. Shri Anand fraudulently and in connivance with Shri M. K. Jain managed to withdraw of Rs. 1500/- from HSS Account No. 20871 and Rs. 2000/- from HSS Account No. 20872 on 6th December,

1985 by withdrawal forms and to avoid detection simply put up the teller payment stamp on the signature of the account holder appearing on the withdrawal forms. He also in connivance with Shri M. K. Jain entered the said amount in teller payment book. However, signatures appearing on the withdrawal forms apparently do not tally with the signatures of the account holders appearing on the specimen signature cards. On close scrutiny of the aforesaid withdrawal forms it has been observed that the same are written in the handwriting of Shri K. K. Anand. Since Shri K. K. Anand was the principal offender and other two persons connived with him, so they were inflicted minor punishment. Shri K. K. Anand was the only person who introduced false accounts of two fictitious persons and withdrew money with his own signatures and made entries in connivance with Shri Nijhawan and Shri Jain so the part of Shri Nijhawan and Shri Jain were not so serious. The enquiry officer inflicted the punishment of dismissal on Mr. K. K. Anand and other two delinquents who connived with Mr. Anand were given minor punishment. In writ petition No. 10127 of 1992, it has been held that the charge sheet should be proper and valid and in case proper and valid charge sheet has not been given, the enquiry will stand vitiated.

My attention was also drawn to 1991 (2) SCC cases page 635, it has been held that the evidence which was adduced in support of the charges must be very strong and in case the delinquent has unblemished character. It was argued that Shri Anand, the workman had unblemished character so the strong, proof is required to prove the charges against him. In 1995 (1) SC cases, 404, it has been held by the Hon'ble Supreme Court that all the papers and documents and the names of the witnesses should be given along with charge sheet or an opportunity for proper inspection should be given if no such opportunity is given and the papers are not given, the enquiry is vitiated and the order of the findings of the enquiry officer would also be vitiated. In view of the foregoing discussions and the law cited by both the parties, it is evident that Shri K. K. Anand has introduced only two savings accounts. Those persons lived on that addresses according to the endorsement of the registered letters. It is also evident that all the papers were not given to the workman prior to the start of enquiry and along with the charge sheet, it is also clear that three persons were involved but separate enquiries were held which is against the principles of law.

It is further crystal clear that there is no complaint from the side of the account holders that Shri Anand withdrew the amount from their account. In case the account is fictitious, there is no sense in depositing the money in the account and withdrawing the money from the same account. It makes it quite clear that the account holders were the real persons and they withdrew the money from their own account that is why they did not make any complaint. As such, there is no evidence regarding the account holders being fictitious and there is no evidence that Shri Anand withdrew money from their account, as such

the finding of the enquiry officer is based on presumptions and conjectures and has no legs to stand upon. As such, two charges regarding introducing the account and withdrawing the money are not proved by any stretch of imagination. So far as the third charge is concerned, he stood guarantor to the term loan of Rs. 4000/-, there is no offence in standing guarantor to a term loan. In the term loan, the balance was of Rs. 5000/- whereas the term loan was of Rs. 4000/- so there is no charge proved against Mr. Anand. The fourth charge has not been proved.

To sum up the enquiry officer has given his finding being biased in favour of the bank and principles of natural justice have not been followed in the enquiry. The enquiry proceedings are fake and deserves to be set aside and the workman applicant is entitled to get relief as prayed for. Since the workman died after sometime, perhaps due to the shock of false allegations against him, his wife is entitled to get all the emoluments as if Shri Anand were not suspended and his services were not dismissed and as if he continued in service till the date of his death.

The award is replied thus:

The action of the management of Central Bank of India in dismissing Shri K. K. Anand, Clerk from the service of the bank is not justified. Since he is dead, his wife is perfectly entitled to get all the benefits as if the workman applicant worked till his death.

The award is given accordingly.

Dated 22-4-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2004

का. आ. 1269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय नम्बर-II, नई दिल्ली के पंचाट (संदर्भ संख्या 63/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-12012/7/94-आईआर (बी-II)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 30th April, 2004

S.O. 1269.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/94) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 28-04-2004.

[F. No. L-12012/7/94-IR (B-II)]

AJAY KUMAR, Desk Officer

## ANNEXURE

### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

L D. NO. 63/94

PRESIDING OFFICER: R. N. RAI

In the Matter of:

ARUNA GIRI

VERSUS

ANDHRA BANK

## AWARD

The Ministry of Labour by its letter No. L.-12012/7/94/IR B-II dt, 22-04-1994 has referred the following point for adjudication. The point runs as hereunder :—

“Whether the action of the management of Andhra Bank, New Delhi in terminating the services of Shri Aruna Giri, Part-time Sweeper w.e.f. 1-2-1993 while the dispute regarding regularisation of his services is pending before CGIT, New Delhi is justified? If not what relief is the said workman entitled to?”

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman performed the duties willingly, faithfully and carefully without giving any cause for complaint. The workman was employed by the Bank as part-time sweeper w.e.f. 01-10-1990. He requested for regularisation but his services were terminated w.e.f. 1-2-1993. the action of the bank is not justified. He has completed services for more than a year so he could be regularised.

The Opposite Party has filed written statement. In the written statement, it has submitted that the management bank is a public sector bank. The claimant was not sponsored by Employment Exchange at any time and was not engaged as per the laid down procedure. It has been further submitted that the workman was engaged as a stop-gap measure till the vacancy was filled up as per laid down procedure on permanent basis. The claimant knew that he was not eligible for appointment as his name was not sponsored by the Employment Exchange and that he was being engaged till the vacancy was filled in properly. The claimant is trying to conceal material facts and mislead this Hon'ble Tribunal. The claim is liable to be rejected on this ground also. It is only the part time sweeper engaged wrongly prior to November, 1988 who were regularised. It was clearly decided/agreed that no such regularisation would be done for any case after the cut off date and no such regularisation has taken place thereafter. There was no discrimination with the workman. He has got no case as he was appointed as a part-time sweeper.

The claimant has filed rejoinder. In his rejoinder, he has stated that he has not been even paid one-third wages. He was given no compensation when his services were terminated on 31-1-1993 without assigning any reason and without given any opportunity to show-cause. The termination is quite illegal. That the services of the workman was terminated by an oral order w.e.f. 31-1-1993 without assigning any reason, without any opportunity to show-cause in accordance with the well-known principle of natural

justice and without compliance with the mandatory requirements of section 25(F) of the Industrial Disputes Act. The workman was employed from 1-10-1990 and not from 11-5-1991 as has been wrongly stated by the bank. The bank management is, therefore, clearly guilty of violation of Section 33 of the Industrial Dispute Act when his services were terminated. the bank management thereafter appointed another workman in place of Shri Aruna Giri on temporary basis and thus violated Section 25H of the Industrial Disputes Act, 1947 also.

Heard arguments from both the sides and perused the papers on the record. It has been stated by the management that the workman himself has admitted that his name was not sponsored by the Employment Exchange. His job was for cleaning premises and which used to take near about 1 or 2 hours for cleaning the whole premises. Sometimes he was sent to post the letters and also arrange the dak received in the bank. No appointment letter was given to him. The learned counsel for the workman drew my attention to 2001 LLR-460. The Hon'ble Delhi High Court has held that a part time sweeper engaged on daily wages is a workman. In 1996, ILLJ, page 706, the Hon'ble High Court has held that part time workman is not a workman. AIR 1960, Andhra Pradesh, Page 371, it has been held that part time employee is not a workman and Tribunal does not get jurisdiction.

I have gone through all the citations cited by both the parties but these are not applicable in the facts and circumstances of this case. In the written arguments from the workman, the action of the bank in terminating the service of the workman w.e.f. 1-2-1993 was illegal and hence unjustified as the same was done in violation of :—

- a) Para 522 (4) of the Sastry Award
- b) Section 25F of the Act &
- c) Section 33(I) of the Act.

In his statement of claim, it has been stated that he has worked for more than one year but there is no paper on the record which shows that he worked for more than 240 days. It is the submission of the bank that he was appointed on stop-gap measure and when direct recruitment was made, he was asked not to come. It is the duty of the workman to show and prove that he has worked for more than 240 days in a calendar year then only his case will be covered up. by Section 25(F) of the Industrial Dispute Act, the workman has not filed even a single paper which shows that he has worked for more than 240 days and he has done other work than sweeping premises. No vouchers, no bills have been annexed with the record. As regards the disengagement of the workman, his employment was only a stop gap arrangement as such admittedly no appointment letter was issued. He was specifically informed that the prescribed mode of recruitment has to be adopted and any such candidate should be sponsored by the Employment Exchange, which was not the case of the workman.

That some part time sweepers irregularly engaged prior to November, 1988 were regularised in accordance

with the agreement reached between the Union representatives of the Andhra Bank Employees Union and the management's representatives at the 37th Industrial Relations Committee held at Andhra Bank Central Office, Hyderabad on 11-11-1988. The said understanding was restricted to only those irregularly engaged temporary employee who had rendered service prior to 11-11-1988. No employee who had been irregularly recruited after 11-11-1988 was regularised and in fact, such persons are not to be engaged and if engaged, the management to discontinue them. The Bank has been very strict about this criteria now and has not permitted regularisation or even continuation of irregularly engaged employees.

The various documents on record filed on behalf of the workman does not make out any case for the grant of any of the reliefs has prayed for. Certificate of the working days filed does not show a continuous work for the requisite period. It has not been shown that the services of any person had been regularised after the workman applicant. Rulings cited by the workman are not applicable in the fact and circumstances of this case.

The workman is not entitled to get any relief.

The award is replied thus :

The action of the management of Andhra Bank, New Delhi in terminating the services of Shri Aruna Giri, Part-time Sweeper w.e.f. 1-2-1993 while the dispute regarding regularization of his services is pending before CGIT, New Delhi is justified. The workman is not entitled to get any relief asked for.

The award is given accordingly.

Dated 23-4-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2004

का. आ. 1270.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैंटोनमेंट बोर्ड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं० II, नई दिल्ली के पंचाट (संदर्भ संख्या 74/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2004 को प्राप्त हुआ था।

[सं. एल-13012/8/90-(डी-2बी)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 30th April, 2004

S.O. 1270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/91) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Cantonment Board and their workman, which was received by the Central Government on 30-4-2004.

[No. L-13012/8/90-(D-2B)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

**BEFORE THE PRESIDING OFFICER : CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT-II, NEW DELHI**

**PRESIDING OFFICER: R. N. RAI I.D. NO. 74/91**

**IN THE MATTER OF:**

**MANMOHAN PRASAD**

**VERSUS**

**CANTONMENT BOARD, DEHRADUN**

The Ministry of Labour by its letter No. L-13012/8/90/IR-(DU) dt. 4-6-1991 has referred the following point for adjudication. The point runs as hereunder :—

“Whether the action of the management of Cantonment Board, Dehradun in terminating the services of Shri Manmohan Prasad w.e.f. 4-5-1990 is justified? If not, what relief he is entitled to?”

The workman has filed statement of claim. In his statement of claim, it has been stated that on 5-5-1989, the applicant was appointed as X-ray Technician against a permanent vacancy. The duty hours of the applicant were from 8 AM to 12.00 Hrs. and from 5.00 PM to 6.00 PM.

That on 31-7-1989 he was issued a charge sheet for abusing Smt. Satyawati an other employee while on duty. The charge was vague and it was not a misconduct. It has been admitted that being under the influence of liquor is not a misconduct under the rules nor was it a charge against the workman.

That an defunct enquiry against the principles of natural justice was held. The Executive Officer issued the charge sheet, and held the enquiry. In the enquiry, he was not allowed to examine himself to prove his innocence nor produce his second witness. The self appointed enquiry officer did not give any finding. He also did not record the proceedings correctly. The applicant did not close his evidence nor did he say that he did not want to produce the second witness. No enquiry report was furnished by the enquiry officer nor a copy of it given to the applicant.

That on 4-5-1990, the services of the applicant were terminated without giving me services compensation and without complying with the provisions of Section 25F of the ID Act. That the services of the workman were terminated during the probationary period. That the workman was X-Ray Technician. He was made to purchase material from the market and perform private work of the Doctor incharge of the hospital.

The management has filed written statement. In the written statement, some of the statements of the claim has been admitted and some has been denied.

That Shri Manmohan Prasad is in a habit of attending his duties in a drunken state as reported by Medical Officer, Incharge, Cantt. General Hospital letter dt. 27-12-1988 and 19-10-1988. Shri Manmohan Prasad admitted that he had consumed alcohol on 23-12-1988 before attending his

duties. The written warning was given to him that this should not be repeated further.

The workman was found under the influence of alcohol during duty hours and had also abused an Hospital employee Smt. Satyawati, Ward Aya, Cantt. General Hospital during duty hours. The claimant in his written statement has admitted that he was in a drunken state and he denied that he abused Smt. Satyawati.

The claimant has filed rejoinder. In his rejoinder he has denied that he is in a habit of attending his duties in drunken state. The workman was not given any warning. It is reaffirmed that being under the influence of liquor is not a misconduct under rules framed by Cantonment Board.

The workman has specifically written in his own handwriting that on 7th of June in the evening, some of his relatives had come and he had alcohol with them and he went to duty at 5.00 PM. He has specifically admitted before the Enquiry Officer and admitted that he was under the influence of liquor but he denied abusing and misbehaving with Smt. Satyawati. In his affidavit, he has written that being under the influence of liquor is not a misconduct under the rules framed by the Cantonment Board so in his affidavit also he has admitted before the Board that being a drunken state, is not a misconduct under the Cantonment Board Rules. He was terminated from service with immediate effect after the enquiry was held on 4th of May, 1990 and it has been written that he has been found unfit, so his services are hereby terminated with immediate effect in accordance with the rules.

It was argued from the side of the management that the workman did not file even appeal. The appellate forum was the proper forum but he did not file appeal so he could not make reference to this tribunal.

It has been submitted by the workman that in 1991 (1) III page, 196, it has been held that if the delinquent has not shown reason against proposed punishment, he could not further take such plea in 1981-SC, Page 16, in which it has been held that if the misconduct is committed either in the premises or establishment or in the vicinity thereof, the misconduct would be punishable. From the enquiry report Smt. Satyawati lives in the same campus where the workman worked so he was in a drunken state in the vicinity. According to the Apex Court judgement, Supreme Court cases 1963 is not applicable in the present facts and circumstances of the case. Similarly, ILLJ, 1981 relates to different matters and is not relevant in the facts and circumstances of this case. I have gone through all the citations. The Hon'ble APEX Court has held that delinquent is entitled to get copy of the report. The copy of report has been given to him. The law that has been cited by the learned counsel of the workman are not applicable in the facts and circumstances of this case. It is admitted that the workman was a probationer. His services could be terminated without holding any enquiry but enquiry was held and he was found guilty of misconduct. He has admitted in his affidavit and during the enquiry that he was in a drunken state. It has been written in the termination



order that he is not fit to be retained in service, so his services are terminated. As such, he could not cast any stigma on his career. The workman deserves to get no relief. The award is replied thus :—

The action of the management of Cantt. Board, Dehradun in terminating the services of Shri Manmohan Prasad w.e.f. 4-5-1990 is justified. He is not entitled to get any relief asked for.

The award is given accordingly.

Dated : 22-04-2004.

R.N. RAI, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2004

का. आ. 1271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंधान में, केन्द्रीय सरकार सी.पी.डी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 3/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-42012/1/97-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th April, 2004

S.O. 1271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/98) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of C.P.W.D. and their workman received by the Central Government on 30-04-2004.

[F. No. L-42012/1/97-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAI I.D. No. 3/98

IN THE MATTER OF :

M. N. SINGH

VERSUS

C.P.W.D.

The Ministry of Labour by its letter No. L.-42012/1/97/IR-(DU) dt. 12-12-1997 has referred the following point for adjudication. The point runs as hereunder :—

“Whether the action of the management of CPWD, Executive Engineer, C Division and F Division in terminating the services of Shri M. N. Singh, w.e.f. 3-3-1993 engaged w.e.f. 1-3-1988 on work order, by not regularizing his services w.e.f. 1-3-1988 and by depriving him from payment of wages on the

principle of equal pay for equal work is just fair and legal. If not, what relief the concerned workman is entitled to and from what date?”

In his statement of claim, he has stated that he was appointed as daily rated worker on work order basis in Nirman Bhawan w.e.f. 1-3-1988. Since then the workman has been continuously performing the work of skilled category such as for attending to telephone calls, noting down complaint, diary/despatch work etc.

The workman was first engaged on work order basis for 214 days from 1-3-1988 to 30-9-1988 and was paid wages @ Rs. 600 per month on hand receipt basis though the workman was entitled to the same salary and allowances which is admissible to his regular and permanent counterparts i.e. the pay and allowances admissible in the scale of pay of Rs. 950-1500 on the principle of equal pay for equal work laid down by the Hon'ble Supreme Court in their judgement dated 17-1-1986 in Shri Surinder Singh's case.

The Hon'ble Supreme Court in their judgement dated 17-1-1986 has held that :

“We also record our regret that many employees are kept in service on temporary/daily wage basis without their services being regularised. We hope that the Govt. will take appropriate action to regularise the services of all those who have been in continuous employment for more than six months”

The management has filed written statement. In his written statement, it has been stated that the workman was never engaged as a daily rated worker. Works were awarded to him on work order basis during different periods w.e.f. 1-3-1988. He was paid at his quoted rates. Judgment in the case of Surender Singh is not applicable as the applicant was never engaged as a daily rated worker in the respondent department.

The claimant has filed rejoinder. In his rejoinder, he has stated that he did work of a peon also and he remained engaged during the entire duty hours. Though the work orders were given to him. He was a regular employee. The work order has been filed with the record from November 1988 to November 1993. It means that this workman had worked from November 1988 to November 1993. He worked previously independently thereafter a name of the contractor was given. Payment to him was made by vouchers as is relevant from the papers filed on the record.

Heard arguments from both the sides and peruse the papers on the record. It is admitted that the workman has worked continuously whether he has worked as a contract or as a regular employee. This question is to be adjudicated upon. The learned counsel for the workman drew my attention to 1957 SCR 152. The Hon'ble Supreme Court has held that the independent contractor is also an employee, covers employee and employer relation between the workman and the employer. It has been also held in this citation that the main question is by whom the payment is made and by whom the work is watched. In this case, the

workman was independent contractor and the other employees of the department watched his work. He got direct payment from the employer so this law is fully applicable in the facts and circumstances of this case.

My attention was drawn to 1990-I-LLJ-320. The Hon'ble Apex Court has held that there should be equal pay for equal work. The workman was performing the work of a peon so he should get the salary of peon.

It has been further submitted that in 1986 I SCR 281, it has been held that Conciliation Officer binds the workmen and management.

In (1955) I SCR 1427, it is clear that the Hon'ble Supreme Court has held that agreement is not with independent contractor and also held that the direction and control of appellant and employs for a cash consideration, the employees thus appointed by the servant would be, equally with the employer, servants of the master.

In (1957) SCR 152, it has been held by the Apex Court that if a person works under direct control of the management of CPWD and payments were received through them directly, then he should be deemed to be an employee of the employer.

In (1974) I SCR 747, the Hon'ble Supreme Court has held that services are performed generally in the employer's premises, this is some indication that the contract is a contract of service. Further held that if the employer provides the machine and equipment on which the worker works, this is some indication that the contract is a contract of service.

It was argued from the side of the management that several work orders have been filed and the workman was kept on work order and payments were made by vouchers. His work was extended from time to time and thereafter he was to be under a contractor. The crux of the question is whether the workman worked under the supervision of the employee and he got direct payment from the employee and his work was watched by the employee and he was an independent contractor. In such circumstances, in the context of citations referred to above, the workman will be considered as employee and there would be master and servant relation.

In view of the findings of the Apex Court, the workman was an employee of CPWD and he deserves to be reinstated from the date, he joined duty and he should get equal pay as the other employees of his category are getting.

The award is replied thus :—

The action of the management of CPWD, Executive Engineer, C Division and F Division in terminating the services of Shri M.N. Singh w.e.f. 3-3-1993 engaged w.e.f. 1-3-1988 on work order, by not regularizing his services w.e.f. 1-3-1988 and by depriving him from payment of wages on the principle of equal pay for equal work is neither just and nor legal. The workman is entitled to be reinstated from 1-3-1988 at the post of peon-cum-water man as a regular employee and he is entitled to get the balance amount from 1-3-1988 as the other employees of his category are getting.

The award is given accordingly.

Dated : 26-04-2004

R.N. RAI, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2004

का. आ. 1272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, नई दिल्ली के पंचाट (संदर्भ संख्या 12/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-41012/14/97-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th April, 2004

S.O. 1272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/92) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Railway, and their workman, received by the Central Government on 30-04-2004.

[F. No. L-41012/14/91-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

# IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, NEW DELHI

Presiding Officer : Shri B.N. Pandey

L.D. No. 12/92

1. Shri Dan Singh S/o Shri Pritam Singh and
  2. Shri Kshetra Pal Singh Kushwaha S/o Shri Vijay Singh r/o 66, Hanuman Garh, Bye Pass Road, Firozabad through the President,
- Rashtriya Chaturth Shreni Rail Mazdoor Congress,  
2/236, Namner, Agra —Workmen

Versus

Deputy C.S.T.E. (Construction)

Central Railway, Jhansi.

—Management

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41012/14/91-IR(DU) dated 30-10-91 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the Dy. C.S.T.E. (Construction), Central Railway, Jhansi is justified in terminating the services of S/Sh. Dan Singh, /o Sh. Pritam Singh and Kshetrapal Singh Kushwaha w.e.f. 19-7-76? If not, what relief the concerned workmen are entitled to?"

2. The workman Shri Dan Singh and Kshetra Pal Singh Kushwaha have challenged their termination dated 19-6-76 on the ground that workman Dan Singh was engaged in Central Railway Jhansi on 1-1-76 and Shri Kshetrapal Singh Kushwaha was engaged on 12-12-75. They worked regularly and completed more than 240 days of service till the date of their termination, that on 19-6-76 the management respondent terminated their services without any notice, charge or compensation; that subsequently on raising industrial dispute workman Dan Singh who was junior to Kshetrapal Singh Kushwaha was further employed by the respondents but despite assurances given by the management representatives they did not engage Kshetrapal Singh in service although one Bachu Singh was subsequently employed on the basis of conciliation proceedings before the conciliation officer although Bachu Singh was terminated from service on 7-9-77 which was subsequent to the termination of Kshetrapal Singh. That the workman Kshetrapal Singh also agreed to leave his back wages in case he is reinstated in service, that the management paid no heed to it hence this dispute has been referred by the Central Govt. The workman further claimed that the retrenchment order was against the provisions of section 25-F, G and H of the I.D. Act., therefore, it deserves to be quashed and the workman deserved to be reinstated with all other benefits and back wages.

3. The respondent management filed its written statement contesting the claim of the workman. It is alleged that Kshetrapal Singh Kushwaha did not complete 240 days of service and he himself left service at his own accord on 18-5-76 that no assurance was given to him by the railway to take back Kshetrapal Singh on duty; that it is denied that any demand for grant of temporary status was made by the workman; that the claim is baseless and liable to be dismissed.

4. The workman also filed rejoinder to the written statement reiterating the earlier versions and denying the contents of the written statement. In support of their case both the parties filed copies of various documents and also affidavits in oral evidence.

5. The Management filed affidavit of Shri G.C. Gupta (MW1/1) and was also cross-examined. On the other side Shri Kshetrapal Singh Kushwaha filed his own affidavits and was also cross-examined.

6. I have heard ld. counsel/representative of both the sides and perused the file.

7. Shri Surender Singh A/R of the workman gave his statement before this court on 27-7-92 which is recorded on order sheet where : in he stated that "I do not press the claim of Dan Singh. Hence the pleadings submitted regarding him should not be read." It has also come in para 2 of the claim statement that on raising industrial dispute workman Shri Dan Singh who was junior to Kshetrapal Singh has been re-engaged in service by the management.

The management has also admitted this fact, therefore, I find that the reference and dispute regarding termination of services of Dan Singh has now become infructuous.

8. As regards claim of workman Kshetrapal Singh admittedly he was engaged on 12-12-75 by the management and according to him his service was terminated w.e.f. 19-7-76 although it is denied by the management and according to the management he had left the job on his own accord on 18-5-76. It is worth to be noted that in para 2 of the affidavit of MW1 Shri G. C. Gupta it is admitted that Kshetrapal Singh was engaged as casual labourer on 12-12-75. In his cross-examination Shri G. C. Gupta has also admitted that it is correct that Kshetrapal Singh had completed 120 days in continuous service. The workman claim that after completion of 120 days of his service in railway he had acquired temporary status on the basis of Railway Manual. The Management has nowhere alleged nor evidence adduced to show that workman Kshetrapal Singh was engaged in any project. Therefore, the argument of the Management that he could not acquire temporary status on completion of 120 days in view of the Railway Manual cannot be accepted in absence of any pleadings or evidence. There seems to be no reason to disbelieve the workman. According to railway manual a casual labour on open line acquires temporary status on completion of 120 days of continuous employment only. So if according to the management the workman had absented from service on his own accord w.e.f. 18-5-76 it was obligatory on the management to give notice to him calling upon to join the duties and or otherwise for initiation of disciplinary proceedings regarding his unauthorised absence, but nothing was done. Admittedly no notice or notice pay or compensation in view of Section 25F of the I.D. Act was given to workman Kshetrapal Singh before his termination which was mandatory. Therefore, his termination was absolutely illegal and void which cannot be legally justified. Admittedly his junior's Dan Singh and Bachu Singh have been subsequently re-engaged ignoring the workman Kshetrapal Singh which was unjustified and against provisions of law.

9. In view of the above discussions, I find that the Dy. C.S.T.E. (Construction) Central Railway Jhansi was not justified in terminating the services of Shri Kshetrapal Singh w.e.f. 19-7-76, therefore, it is liable to be quashed. The workman Kshetrapal Singh Kushwaha has himself not claimed back wages. Therefore, the workman is entitled to be reinstated in service with all consequential benefits except back wages.

10. In view of the above, claim of Dan Singh has become infructuous and that of Kshetrapal Singh Kushwaha is allowed. The management-respondent shall reinstate the workman Kshetrapal Singh within 30 days of the date of publication of the award in the official gazette. Parties shall bear their own costs. Award is given accordingly.

Dated 27-4-04

B. N. PANDEY, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2004

का. आ. 1273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जोधपुर के पंचाट (संदर्भ संख्या 23/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-42012/197/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th April, 2004

S.O. 1273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2001) of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the management of The Principal, Kendriya Vidyalaya, and their workmen, received by the Central Government on 30-04-2004.

[F. No. L-42012/197/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी :— श्रीमती निशा गुप्ता, आर.एच.जे.एस.

औ.वि. (केन्द्रीय) सं. :— 23/2001

कैसरराम पुत्र श्री जादमाराम जाति मेघवाल निवासी पन्नासर भणियाणा तहसील पोकरण जिला जैसलमेर।

...प्राथी

बनाम

प्राचार्य केन्द्रीय विद्यालय सीमा सुरक्षा बल डाबला जिला जैसलमेर।

उपस्थिति :—

.... अप्राथी

(1) प्राथी प्रतिनिधी श्री अर्जुन पुरोहित उप.

(2) अप्राथी प्रतिनिधी श्री के.के. शाह उप.

अधिनिर्णय

दिनांक 8-1-2004

श्रम मंत्रालय भारत सरकार नई दिल्ली ने अपनी अधिसूचना क्रमांक एल.-42012/197/99 दिनांक 31-5-2000 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :—

“Whether the action of Principal Kendriya Vidyalaya BSF Jaisalmer in terminating the services of Sh. Keshraram S/o. Jadmaram, Ex. Group ‘D’ Sweeper on daily wages is legal and

justified? If not, to what relief the concerned workman is entitled?”

प्राथी ने अपना माँग-पत्र प्रस्तुत करते हुए अभिकथित किया है कि प्राथी की प्रथम नियुक्ति 10-3-94 को अप्राथी संस्थान में रिक्त पद पर सफाई वाले के पद पर की गई, प्राथी ने तुरन्त कार्यभार सम्भाल लिया, प्राथी का कथन है कि उसने प्राचार्य भागेन्द्र शर्मा के घर पर 20-5-97 से लेकर 20-9-98 तक कार्य किया, प्राथी 15-9-98 को श्री शर्मा के घर पर काम पर नहीं जा सका क्योंकि उसे 14-9-98 को बुखार आ गया, 15-9-98 को जब प्राथी स्कूल में उपस्थित हुआ तो उसे हस्ताक्षर नहीं करने दिये गये जिस पर उसने 28-10-98 को नेशनल कमीशनर नई दिल्ली को एक शिकायत-पत्र भेजा, एक शिकायत-पत्र जयपुर भी भेजा जिसपर अप्राथी से जवाब माँगा गया तब अप्राथी प्राचार्य ने प्राथी से कहा कि आप सफेद पन्ने पर अपने हस्ताक्षर करके मुझे दे दो, लेकिन प्राथी द्वारा इन्कार कर देने के कारण दिनांक 31-3-99 को उसकी सेवाएँ समाप्त कर दी गई, सेवापृथक करने के संबंध में उस पर जो आरोप लगाये गये वे गलत, मिथ्या व मनगढ़ंत हैं। प्राथी का कथन है कि उसे सेवा मुक्त करने से पूर्व कोई नोटिस, नोटिस वेतन व छंटनी मुआवजा नहीं दिया न ही कोई आरोप-पत्र दिया गया व धारा 25-एफ, 25-जे, व 25-एच के प्रावधानों का उल्लंघन करते हुए सेवामुक्ति की गई जो अनुचित एवं अवैध है। प्राथी का कथन है कि उसने सेवामुक्ति से पूर्व के कलेण्डर वर्ष में लगातार 240 दिन से अधिक कार्य कर लिया था, सेवा समाप्ति से पूर्व कोई वरिष्ठता सूची नहीं बनाई गई तथा नियम 77 की स्पष्ट अवहेलना की गई। अन्त में निवेदन किया कि प्राथी की सेवामुक्ति को अनुचित एवं अवैध घोषित किया जाकर प्राथी को सेवा की निरन्तरता में पूर्ण पूर्व भूति सहित सेवा में पुनर्स्थापित किये जाने का अधिनिर्णय पारित किया जाये।

अप्राथी की ओर से जवाब प्रस्तुत किया गया जिसमें प्रारम्भिक आपत्तियों में कहा गया कि प्राथी अप्राथी के विद्यालय में कार्य करता था, विद्यालय में काम न होने पर प्राथी को काम पर नहीं रखा जाता था, और अवधि समाप्त होने पर प्राथी का कार्य विद्यालय से समाप्त हो जाता था, प्राथी को किसी रिक्त स्थान पर नहीं रखा। आगे जवाब में कहा गया कि प्राथी को अप्राथी ने कभी भी किसी तरह की नियुक्ति 10-3-94 को नहीं दी, प्राथी ने कभी भी विद्यालय में निरन्तर सेवा नहीं की, प्राथी डाबला में सिर्फ 8-8-97 से 5-9-97 तथा उसके बाद 13-12-97 से 15-10-98 तक रहा, उसका यह कहना कि उसने प्राचार्य के यहाँ 20-5-97 से 20-9-98 तक कार्य किया बिल्कुल गलत है, प्राथी 15-9-98 को विद्यालय में नहीं आया मगर 15 व 17-9-98 को डियुटी पर हाजिर था जिस बाबत उसके हस्ताक्षर रजिस्टर में दर्ज हैं, प्राचार्य ने प्राथी की गैर कानूनी गतिविधियों के बारे में अपने सीनीयर अधिकारी को लिखा, प्राथी के कार्य पर नहीं आने पर सर्वप्रथम प्राथी को 31-12-98 को कार्यमुक्त कर दिया क्योंकि प्राथी 25-12-98 के बाद कार्य पर नहीं आया, 21-1-99 को फिर प्राथी उपस्थित हुआ जिसपर उसे फिर दैनिक वेतन पर रखा व 31-3-99 को कार्यमुक्त अनुपस्थिति के कारण कर दिया, प्राथी ने कभी भी 240 दिन लगातार कार्य नहीं किया, प्राथी को सेवा से उसकी अनुपस्थिति तथा अन्य शिकायतों के कारण सेवापृथक किया गया, प्राथी को किसी सबस्टीटीव वेकेंसी के तहत सेवा में नहीं रखा। शाला में कार्य

होने पर दैनिक वेतन पर रखा था और कार्य न होने पर सेवा से पृथक किया जाता था, विद्यालय द्वारा प्रार्थी की अनुपस्थिति बाबत जाँच की प्राचार्य को कोई आवश्यकता नहीं थी क्योंकि अनुपस्थित रहने पर कोई भुगतान नहीं दिया जाता था। अन्त में निवेदन किया है कि प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है। प्रार्थी का माँग-पत्र सम्बन्ध खारिज किया जावे।

माँग-पत्र के समर्थन में स्वयं प्रार्थी ने अपना शपथ-पत्र प्रस्तुत किया जिसपर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से बी.आर. सिंह का शपथ-पत्र प्रस्तुत किया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। दोनों पक्षों की ओर से विभिन्न दस्तावेजों का फोटो-स्टेट प्रतियाँ पेश की गईं।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थी द्वारा यह कहा गया कि उसने 10-3-94 से विपक्षी के अधीन कार्य प्रारम्भ किया उसका कार्य पूरी तरह सन्तोषजनक रहा, 31-3-99 को उसे सेवापृथक कर दिया गया जो कि त्रुटिपूर्ण है।

विपक्षी द्वारा यह कहा गया कि प्रार्थी को एक निश्चित अवधि के लिए लगाया था, प्रार्थी ने लगातार काम नहीं किया, उसका काम सन्तोषजनक नहीं था, उसने विद्यालय का फर्नीचर जला दिया था इस कारण उसे 31-12-98 को कार्यमुक्त कर दिया गया परन्तु 21-1-99 को उसकी गरीबी को देखते हुए उसे वापस काम पर रखा गया परन्तु प्रार्थी कार्य से अनुपस्थित रहा अतः उसे 31-3-99 को सेवापृथक कर दिया गया। प्रार्थी ने 240 दिन काम नहीं किया।

प्रार्थी का यह कथन है कि उसने लगातार काम किया, प्रतिपरीक्षा में हाजरी रजिस्टर को उसने स्वीकार किया और नोटिस मिलने के तथ्य को भी स्वीकार किया है परन्तु उसका यह कथन है कि उसने लगातार काम किया था।

विपक्षी की ओर से श्री बी.आर. सिंह प्राचार्य पेश हुए हैं जिनका यह कथन है कि प्रार्थी काम पर नहीं आया था इस कारण उसे भुगतान नहीं किया।

विपक्षी की ओर से प्रार्थी का प्रथम नियुक्ति आदेश पेश हुआ है जिससे स्पष्ट है कि प्रार्थी को 6-3-97 के आदेश से नियुक्ति दी गई, प्रार्थी को लापरवाही के सम्बन्ध में नोटिस दिये गये हैं, प्रार्थी ने अपनी गलती को स्वीकार किया है जिसके सम्बन्ध में भी प्रदर्श-3 व 4 प्रार्थना-पत्र प्रस्तुत हुए हैं। 28-12-98 का आदेश पेश हुआ है जिससे स्पष्ट है कि प्रार्थी को सेवापृथक कर दिया गया था, इसमें प्रार्थी को 31-12-98 तक डियुटी पर रिपोर्ट करने का आदेश दिया गया है और उसके उपस्थित नहीं होने पर 31-12-98 को प्रदर्श-8 आदेश से उसे सेवापृथक कर दिया गया। इसके पश्चात् 21-1-99 का स्वयं प्रार्थी का प्रार्थना-पत्र है जिसके आधार पर उसे उसके निवास की व्यवस्था की गई है और फिर 31-3-99 के आदेश से प्रार्थी को सेवापृथक किया गया है और उसे वेतन भी दिया गया है, चैक मिलना स्वयं प्रार्थी ने इस पर दस्तखत कर स्वीकार किया है।

इस प्रकार प्रस्तुत दस्तावेज से यह स्थिति स्पष्ट है कि प्रार्थी की सेवाएँ प्रदर्श-8 से ही समाप्त कर दी गई थी जिसके सम्बन्ध में कोई

विवाद प्रार्थी द्वारा नहीं किया गया है, उसे दुबारा सेवा पर रखा गया परन्तु फिर उसके अनुपस्थित होने के कारण उसे 31 मार्च, 99 को सेवापृथक कर दिया गया। इस प्रकार 31-3-99 के पूर्व प्रार्थी ने विपक्षी के अधीन 240 दिन की सेवा की हो ऐसी कोई स्थिति नहीं है।

हाजरी रजिस्टर पेश हुए हैं जिससे भी यह स्पष्ट होता है कि दिसम्बर, 98 में प्रार्थी की कोई उपस्थिति दर्ज नहीं है और इसमें इस आशय का नोट भी अंकित है कि प्रार्थी पूर्व का अपना भुगतान चाहता है, प्रार्थी का यह कथन है कि 31-3-99 का पत्र प्रदर्श-9 में ही मार्च की तन्त्राह देने का उल्लेख है और इससे स्पष्ट है कि प्रार्थी ने मार्च 99 तक काम किया परन्तु यह तर्क भ्रामक है क्योंकि सेवामुक्ति मार्च 99 में की जा रही थी इस कारण मार्च 99 तक का वेतन दिया गया है। इससे यह स्पष्ट नहीं होता कि प्रार्थी मार्च 99 तक डियुटी पर उपस्थित रहा।

इस प्रकार प्रार्थी जनवरी और फरवरी 99 में कार्य पर उपस्थित रहा हो इस आशय का भी कोई साक्ष्य नहीं है। स्वयं विपक्षी की ओर से हाजरी रजिस्टर की प्रतियाँ पेश की गई हैं परन्तु उसमें भी जनवरी से मार्च 99 तक की हाजरी रजिस्टर की प्रतियाँ पेश नहीं हुई हैं, इससे भी यह स्पष्ट है कि इस अवधि में प्रार्थी काम पर नहीं था अन्यथा वे इस अवधि की हाजरी रजिस्टर की प्रतियाँ भी पेश करते।

इस प्रकार प्रार्थी द्वारा विपक्षी के अधीन 31 मार्च, 99 को सेवामुक्ति से पूर्व 240 दिन काम नहीं किया है, प्रार्थी को 98-99 का सेशन समाप्त होने के कारण सेवापृथक किया गया है ऐसी स्थिति में प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है।

### अधिनिर्णय

अतः यह अधिनिर्णित किया जाता है कि प्राचार्य केन्द्रीय विद्यालय सीमा सुरक्षा बल डाबला, जिला जैसलमेर द्वारा श्रमिक कैसराराम पुत्र श्री जादमाराम जाति मेघवाल निवासी पन्नासर भयियाणा, तहसील पोकरण, जिला जैसलमेर को 98-99 का सेशन समाप्त होने के कारण सेवापृथक किया तथा प्रार्थी ने 31 मार्च, 99 को सेवामुक्ति से पूर्व 240 दिन काम नहीं किया ऐसी स्थिति में प्रार्थी अप्रार्थी नियोजक से कोई अनुतोष पाने का अधिकारी नहीं है।

निशा गुप्ता, न्यायाधीश

नई दिल्ली, 5 मई, 2004

क्रा. आ. 1274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 57/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2004 को प्राप्त हुआ था।

[फा. सं. एल-41011/8/92-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी



New Delhi, the 5th May, 2004

**S.O. 1274.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/93) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 5-5-2004.

[F. No. L-41011/8/92-IR (B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT NEW DELHI

Presiding Officer : SHRI B.N. PANDEY

I.D. No. 57/93

Divisional Secretary,  
Paschim Railway Karamchari Parishad,  
Kota.

for workmen

*Versus*

Divisional Railway Manager,  
Western Railway, Kota Division,  
Kota.

Management

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41011/8/92-I.R.(D.U.) dated 16-8-93 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the Railway Admn. in filling up vacancies of Khalasies RAC in scale of Rs. 750-940 from Khalasies in scale of Rs. 800-1150 and giving seniority above to the following is legal and justified? If not, what relief they are entitled to?”

1. Sh. Roshan Lal
2. Sh. Rajender Singh
3. Sh. Mohan Giri
4. Sh. Rajveer Singh
5. Sh. ~~Dev~~ Raj Singh
6. Sh. Prem Singh
7. Sh. Sailender Singh
8. Sh. Shiv Nath Singh
9. Sh. Yogendra Kumar

2. The Divisional Secretary Paschim Railway Karamchari Parishad Kota has filed statement of claim in

the above dispute alleging that the above workmen were working as Khalasi in R.A.C. Group under Senior Electrical Foreman R.A.C. Kota. That the respondent management invited applications from Khalasis working in Electrical Department in the grade Rs. 750-940(RP) for filling up the post of Khalasis R.A.C. in the grade Rs. 750-940 R.P. under Senior Electrical Foreman R.A.C. Kota vide their letter No.E/EL/840/12 dated 15-1-90, that the workmen named above were already working as Khalasies in the grade Rs. 750-940(R) under Senior Electrical Foreman or R.A.C. prior to issue of notification dated 15-1-90; that the management-respondent filled up the vacancies of Khalasies gr. Rs. 750-940 consequent of the same notification dated 15-1-90 from the khalasies working in the grade of Rs. 800-1150 which is against their own instructions contained in their office order dated 15-1-90, that the action of the respondent was against the principles of natural justice and also against payment of wages Act as also against their own office order dated 15-1-90, that the khalasies who were working in the grade of Rs. 800-1150 have been put to work in the grade Rs. 750-940 which is against all rules and laws of the land. Moreover, these Khalasies S/Shri Bansi Lal and others have been shown senior to the present workmen/claimants which is also against the principles of natural justice and prescribed rules of the railways. Hence it has been prayed that the direction may be issued to the respondent to issue correct seniority list showing names of the workmen above to those who were selected in 1990 as per notification dated 15-1-90.

3. The Management/respondent filed its written statement contesting the claim of the workman union and denying their claims. It has been *inter alia* alleged that Khalasies working in the scale Rs. 800-1150 were never considered. The employees in question working in scale Rs. 750-940 were considered based on the facts that those persons have given their written consent for their reversion as R.A.C. in the scale Rs. 800-1150 to Rs. 750-940. That the employees were correctly absorbed in RAC group 750-940 and conditions laid down in notification dated 15-1-90 was never ignored or overlooked, that only those employees were considered who had voluntarily opted their reversion in scale of Rs. 750-940, therefore, the present claim of the workman and their union is liable to be dismissed with cost. During the pendency of the case the union/workmen absented and did not appear before this Court/Tribunal despite repeated notice and adjournments. They also did not adduce any evidence whatsoever to prove their claim. Hence the management was heard *ex parte*. During arguments representative appearing on behalf of the management submitted that in view of the alleged notification dated 15-1-90 applications were invited from all the employees who were working and who had opted for reversion to the scale of Rs. 750-940 and above. The present petitioners could also apply but they did not apply. Hence now they could have no grievance.

4. In view of the above facts I find no merit in the claim of the union of the workmen/workmen, they have also absented. Therefore, I hold that the action of the railway administration in filling up vacancies of Khalasies RAC in the scale of Rs. 750-940 from Khalasies in the scale of Rs. 800-1150 and giving seniority above to the present claimants/workmen cannot be said to be illegal or unjustified and the claimants/workmen are entitled to get no relief. The claim is liable to be dismissed. Award is given accordingly.

Dated : 2-4-2004

B.N. PANDEY, Presiding Officer

नई दिल्ली, 5 मई, 2004

का. आ. 1275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा० को०को०लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2 धनबाद के पंचाट (संदर्भ संख्या 93/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-20012/193/96-आई.आर. (सी. 1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

S.O. 1275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/99) of the Central Government Industrial Tribunal/Labour Court II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 30-04-2004.

[F.No. L-20012/193/96-IR (C-1)]

S.S. GUPTA, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD.

#### PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

#### REFERENCE NO. 93 of 1999

**PARTIES:** Employers in relation to the management of Kendwadih Colliery of M/s, BCCL and their workman.

#### APPEARANCES:

On behalf of the workman : None

On behalf of the employers: Mr. S. N. Sinha, Advocate.

State : Jharkhand : Industry : Coal.

Dated, Dhanbad, the 1st April, 2004.

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/193/96-IR(C-I), dated the 27th August, 1997.

#### SCHEDULE

"Whether the demand of the Union for accepting the date of birth of Shri Bashistha Mistry as per the date of birth in Form 'B' Register of Alkusa Colliery where he was initially appointed is legal and justified? If so, to what relief is the workman entitled?"

2. In this case neither the concerned workman nor his representative appeared. Management, however, represented through their learned Advocate. In course of hearing of the instant reference a settlement petition has been filed by the parties under their signature. I have considered the terms of settlement and I find that the terms contained therein are fair, proper and in accordance with the principle of natural justice. Accordingly I accept the said settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer  
BCCL : Gopalichuck Colliery,

Ref :—Gop/per/F/03/772

Dated 23rd Dec. 02

To,

The Dy. Chief Personnel Manager (IR),  
Pootkee Balhari Area.

Dear Sir,

Enclose please find herewith the memorandum of settlement in Form 'H' arrived at between in management of P.S. Area and Sri Basist Mistry of Kendwadih Colliery.

The same is hereby sent to you to kindly submit it before Tribunal No. II in connection of reference No. 93/97. So that the case may be closed.

This is as per direction from competent authority as communicated to us vide reference No. 7915-16 dated 4-10-02 from GM (P& IR), BCCL, Koyla Bhawan, Dhanbad.

The xerox copy of the order is enclosed for your ready reference.

Encl :—As above.

Yours faithfully,

Personnal Manager,

Gopalichuck/Kendwadih Collieries

Copy to :—

Manager, Kendwadih Colliery

## BHARAT COKING COAL LIMITED

## KENDWADIH COLLIERY

## Form-H

Memorandum of settlement arrived in management of Kendwadih Colliery under P.B. Area and Workman/representative under Section 12(1) of I.D. Act & I.D. (C) Rule 1957.

## Management Representative : Workman/Union

- |  |  |
|--|--|
| 1. Shri P. K. Agarwal,<br>Project Officer,<br>Kendwadih Colliery | Representative :<br>Sri V. S. Pandey, Joint<br>Area Secretary,<br>Janta Mazdoor Sangh,<br>P.B. Area. |
| 2. Shri M.C. Yadav,<br>P.B. Area, Dy. C.P.M.,                    |  |
| 3. Shri C. L. Saw<br>Dy. C.M.E./Manager,<br>Kendwadih Colliery,  | Shri Basist Mistry,<br>Foreman (M),<br>Kendwadih Colliery.   |
| 4. Shri B.N. Jha,<br>Personnel Manager,<br>Kendwadih Colliery.   |  |

## SHORT RECITAL OF THE CASE

Sri Basist Mistry, Foreman, Kendwadih Colliery, raised Industrial Dispute before the Asstt. Labour Commissioner (C), Dhanbad. The Conciliation process has going on wide reference No. 1/64/94 dated 17-6-1994. The Industrial Dispute which was connected with his discrepancy in date of birth was ended in failure. The case was subsequently referred the C.G.I.T.-2 under reference No. 93/97 and the same is still pending. The case for D.O.B. was ultimately referred to D.O.B. Committee at HQ on the requested of Union. After prolong discussion at HQ and the matter was resolved amicably for settlement out side the Tribunal :—

- (i) That the case of Sri Basist Mistry, Foreman (M), Kendwadih Colliery will be referred to Apex Medical Board for the assessment of his age.
- (ii) That it is resolved that the decision of Apex Medical Board will be binding on both the parties.
- (iii) That it is resolved that Sri Basist Mistry, Foreman and his concerned Union will withdraw the reference case No. 93/97 before implementation of the decision of Apex Medical Board.
- (iv) The copy of settlement will be submitted to the Presiding Officer with a request that reference case No. 93/97 may kindly be closed.

## Management Representative

Union/Workman  
Representative

- |                        |                      |
|------------------------|----------------------|
| 1. Sd/- (P.K. Agarwal) | Sd/- (V.S. Pandey)   |
| 2. Sd/- (M.C. Yadav)   | Sd/- (Basist Mistry) |

3. Sd/- (C. L. Saw)

4. Sd/- (B.N. Jha)

Witness :—(1) Sd/-

(2) Sd/-

नई दिल्ली, 5 मई, 2004

का. आ. 1276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा० को०को०लि० के प्रबंधन और के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट (संदर्भ संख्या 208/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[का. सं. एल-20012/536/97-आई.आर. (सी. 1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

S.O. 1276.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 208/98) of the Central Government Industrial Tribunal/Labour Court II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-20012/536/97-IR.(C-1)]

S. S. GUPTA, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT: Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act. 1947.

Reference No. 208 of 1998

PARTIES: Employers in relation to the  
Management of Kusunda Area of  
M/s. BCCL and their workman.

## APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. D.K. Verma, Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 8th April, 2004

## AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this



Tribunal for adjudication vide their Order No. L-20012/536/97-IR(C-1), dated the 30th November, 1998.

### SCHEDULE

"Whether the action of the management of Kusunda Area of M/s. BCCL in refusing employment under para-9.4.2 of NCWA-IV to Smt. Jirwas Kamin dependent wife of Late Kara Bhuiya of Khas Colliery is justified? If not, to what relief the dependent is entitled?"

2. In this case neither the concerned workman nor his representative is found present. Management however, represented through their learned Advocate. It reveals from the record that the instant reference case is pending since 1998 for disposal. It further transpires from the record that sufficient opportunities were given to the workman but in spite of giving ample opportunities the workman/union has failed to turn up and even they did not consider necessary to submit W.S. on their behalf. Gesture of the workman/union is taken into consideration will expose clearly that the workman/union is not interested to proceed with the hearing of this case. Under such circumstances it is needless to adjourn the case suo moto for days together. Accordingly let a 'No dispute' Award be passed presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 मई, 2004

का.आ. 1277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा० को०को०लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचकट (संदर्भ संख्या 48/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-20012/212/98-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

S.O. 1277.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/99) of the Central Government Industrial Tribunal/Labour Court II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 29-04-2004.

[F.No. L-20012/212/98-IR(C-1)]

S. S. GUPTA, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD.

In the matter of a reference under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 48 of 1999

**PARTIES :** Employers in relation to the management of Mudidihi Colliery of M/s. B. C. C. Ltd.

AND

Their Workmen.

**PRESENT :** Shri B. Biswas, Presiding Officer.

#### APPEARANCES :

For the Employers : Shri Rakesh Ranjan,  
Authorised Representative.

For the Workman : None.

State : Jharkhand Industry : Coal.

Dated, the 29th March, 2004

#### AWARD

By Order No. L-20012/212/98-IR. (C-I) dated 29-1-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Mudidihi Colliery of M/s. B. C. C. Ltd. in dismissing Sri R.K. Prasad, Lamp Cabin Incharge from the services of the Company w.e.f. 31-12-1985 only on the ground of unauthorised absence w.e.f. 28-8-84 to 19-10-84 (which the management has failed to establish the same through any documentary evidence) is justified? If not, to what relief the concerned workman is entitled?"

2. Perused the petition filed by the management. The management in the petition disclosed that over validity of Notification No. L-20012/212/98-IR (C-I) dated 29-1-99 issued by the Ministry of Labour, Government of India, New Delhi, whereby and whereunder the dispute, as per schedule of reference which was referred for adjudication under the provision of Section 10 of the Industrial Disputes Act, 1947, was challenged by them before the Hon'ble High Court, Jharkhand, Ranchi, in CWJC No. 1159/99 (R). They submitted further that the Hon'ble Court by order dated 25-8-2003 quashed and set aside the Notification dated 29-1-99 issued by the Ministry of Labour, Government of

India under Reference Case No. 48/99. Accordingly, the petitioner/management submitted that the instant reference is not maintainable in the eye of law.

3. Perused the order of the Hon'ble High Court dated 25-8-2003 passed in CWJC No. 1159/99(R). His Lordship of the Hon'ble High Court observed categorically that the Notification dated 29-1-99 passed by the Repondent No. 2 is quashed and set aside. On the basis of reference made by the Ministry of Labour being No. L-20012/212/98-IR (C-I) dated 29-1-99 the concerned workman appeared and submitted written statement with a view to substantiate his claim. The management being aggrieved by the said reference issued by the Ministry of Labour preferred a writ petition before the Hon'ble High Court, Jharkhand which was registered as CWJC No. 1159/99 (R). The Hon'ble Court in disposing of the said writ petition in favour of the management have made a clear observation why the reference made by the Ministry deserved to be quashed. As the Hon'ble Court by order referred to above has quashed the reference in question it should be considered that there is no existence of the reference. Therefore when such position is prevailing there is no scope at all to consider written statement submitted by the concerned workman.

4. As a result, in view of my discussion above, relying on the decision given by the Hon'ble High Court, Jharkhand I hold that the instant reference is not maintainable in the eye of law and for which there is no scope at all to entertain the prayer of the concerned workman.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 मई, 2004

का. आ. 1278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II धनबाद के पंचाट (संदर्भ संख्या 219/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-04 को प्राप्त हुआ था।

[फा. सं. एल-20012/136/2001-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

S.O. 1278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 219/2001) of the Central Government Industrial Tribunal/Labour Court II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman,

which was received by the Central Government on 30-04-04.

[F. No. L-20012/136/2001-IR (C-1)]

S. S. GUPTA, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD.

#### PRESENT

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE No. 219 of 2001

**PARTIES :** Employers in relation to the management of Sirka Colliery of M/s. CCL and their workman.

#### Appearances :

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand : Industry : Coal

Dated, Dhanbad the April, 2004.

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/136/2001-IR (C-I), dated, the Nil.

#### SCHEDULE

"Whether the demand of the Coalfield Mazdoor Union from the management of CCL, Sirka Colliery for regularisation of Sh. Dhanesh Kumar & 10 others as mentioned in the schedule of reference in time rate jobs is just and fair? If so, what relief are the concerned workmen entitled from what date?"

2. In this reference neither the concerned workmen nor their representative appeared before this Tribunal. None also appeared on behalf of the management. Record shows that inspite of issuance of repeated notices the parties have failed to submit W.S. on their behalf. The case is pending since 2001. The gesture of the parties if looked into, will expose clearly that they are not interested to proceed with the case. Accordingly a 'No dispute' Award is rendered and the instant reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

New Delhi, the 5th May, 2004

**S.O. 1280.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 243/99) of the Central Government Industrial Tribunal-cum-Labour Court, II Dhanbad now as shown in the annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-20012/30/99-IR (C-1)]  
S. S. GUPTA, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act, 1947.

**REFERENCE NO. 243 OF 1999**

**PARTIES :** : Employers in relation to the management of Kusunda Area of M/s. B.C.C.L and their workman.

#### APPEARANCES :

On behalf of the workman : None

On behalf of the employers : Mr. S. N. Ghosh, Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 8th April, 2004

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/30/99-IR(C-1), dated, the 4th June, 1999.

#### SCHEDULE

“Whether the action of the management of Kusunda Area of BCCL in not accepting the date of birth of Sri Chaturi Bhuian L/Mazdoor of Dhansar Colliery determined by Apex Medical Board on 31-3-95 before which he had appeared as per the direction of the management is justified? If not, what relief the workman is entitled to?”

2. In this case neither the concerned workman nor his representative appeared. Management, however, represented through their learned Advocate. It transpires from the record that the instant case is pending since 1999 for disposal. Record also further shows that sufficient opportunities were given to the workman/union but inspite

of giving ample opportunities they failed to turn up and even they did not consider necessary to file W.S. If the attitude of the concerned workman/union is taken into consideration, will expose clearly that they are not interested to proceed with the hearing of this case. Accordingly I do not find any reason to adjourn the case suo moto for days together. Under the circumstances, a ‘No dispute’ Award is rendered and the instant reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 मई, 2004

**का. आ. 1281.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा०को०को०लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 207/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-20012/535/97-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

**S.O. 1281.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 207/98) of the Central Government Industrial Tribunal/Labour Court, II Dhanbad now as shown in the annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-20012/535/97-IR (C-1)]

S. S. GUPTA, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act, 1947.

**REFERENCE NO. 207 OF 1998**

**PARTIES :** Employers in relation to Dhansan Colliery of M/s. B.C.C.L and their workman.

#### APPEARANCES :

On behalf of the workman : None

On behalf of the employers : Mr. D.K. Verma, Advocate.

State : Jharkhand Industry : Coal.

Dated Dhanbad, the 8th April, 2004

### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/535/97-IR(C-I), dated, the 30th November, 1998.

### SCHEDULE

“Whether the action of the management of Kusunda Area of BCCL in imposing punishment only on Mr. Bajo Mining Sirdar, Dhansar Colliery against the chargesheet No. 475 dt. 8-4-95 is justified? If not, what relief is the workman entitled to?”

2. In this case neither the concerned workman nor his representative is found present. Mr. D. K. Verma, learned Advocate for the management appeared. It reveals from the record that the instant reference case is pending since 1998 for disposal. It further transpires from the record that sufficient opportunities were given to the workman but inspite of giving ample opportunities the workman/union has failed to turn up and even they did not consider necessary to submit W.S. on their behalf. Attitude of the workman/union if is taken into consideration will expose clearly that the workman/union is not interested to proceed with the hearing of this case. Under such circumstances it is needless to adjourn the case *suo moto* for days together. Accordingly a ‘No dispute’ Award is rendered and the instant reference case is disposed on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 मई, 2004

का. आ. 1282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा०को०को०लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 57/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-20012/468/2000-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

S.O. 1282.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2001) of the Central Government Industrial Tribunal-cum-Labour Court, II Dhanbad now as shown in the annexure, in the Industrial Dispute between the employers

in relation to the management of BCCL and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-20012/468/2000-IR (C-1)]

S. S. GUPTA, Under Secy.

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

### PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under  
Section 10 (1) (d) of the I.D. Act, 1947.

Reference No. 57 of 2001

**PARTIES :** Employers in relation to the management  
of BCCL and their workman.

### APPEARANCES :

On behalf of the workman : None

On behalf of the employers : Mr. H. Nath, Advocate.

State : Jharkhand

Industry : Coal.

Dated Dhanbad, the April, 2004.

### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/468/2000(C-I), dated, the 19th February, 2001.

### SCHEDULE

“Whether the demand of the union to regularise Sri Jai Prakash Dusadh, Wagon. Loader as C.H.P. Operator, Cat-V from the year 1994 and payment of wages of Cat.V is proper and justified? If so, to what relief is the concerned workman entitled?”

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal. Management side however represented through their learned Advocate and filed W.S. on their behalf. It transpires from the record that the instant reference is pending since 2001. It also further reveals that sufficient opportunities were given to the workman but inspite of giving ample opportunities the workman/union has failed to appear and even they did not consider necessary to file W.S. on their behalf. The gesture of the workman/union if is taken into consideration, will expose clearly that they are not interested to proceed with the case. Accordingly, a ‘No dispute’ Award is rendered and the instant reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 मई, 2004

का. आ. 1283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जेट एअरवेज के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, मुम्बई के पंचाट (संदर्भ संख्या 13/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-11012/64/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

S.O. 1283.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/1999) of the Central Government Industrial Tribunal-cum-Labour Court, I Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jet Airways and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-11012/64/98-IR (C-I)]

S. S. GUPTA, Under Secy.

## ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 1)  
MUMBAI**

**PRESENT :**

Shri Justice S. C. Pandey, Presiding Officer

Reference No. CGIT-13/1999

**PARTIES :** Employers in relation to the management  
of Jet Airways

**AND****Their Workmen**

Santosh B. Takke (deceased)

Represented by his Legal Representatives :

Shri Bhagoji Sambhaji Takke

Mukham Gaon : Talavade,

Post : Herapude,

Taluka : Sangameshwar,

Zilla : Ratnagiri (Via) Deorukh

Maharashtra

Smt. Sunderabai Bhagoji Takke,

Mukham Gaon : Talavade,

Post : Herapude,

Taluka : Sangameshwar,

Zilla : Ratnagiri (Via) Deorukh

Maharashtra

**APPEARANCES :**

For the Management : Mr. M. B. Jalota, Adv

For the Workman : Mr. Jaiprakash Sawant,  
Advocate.

State : Maharashtra

Mumbai, the 12th day of April, 2004.

**AWARD**

1. This is a reference made by the Central Government under clause (d) of Sub-section 1 and Sub-Section 2-A of Section 10 of the Industrial Dispute Act 1947 (the Act for short) for resolving the industrial dispute between the Jet Airways (the company for short) and Santosh B. Takke (the workman for short). The terms of the dispute are as follows as per schedule.

"क्या जेट एअरवेज के प्रबंधन द्वारा दिनांक 3-11-94 से श्री संतोष भी. टक्के लोडर के सेवाएं समाप्त किया जाना विधिवत एवं न्यायोचित है। यदि नहीं तो वे किस राहत के पात्र हैं?"

2. The workman had filed his statement of claim and company its written statement. Thereafter, workman died. His legal representatives were brought on record. Thereafter, a joint application dated 6-4-2004 has filed on behalf of both the contesting that the father of deceased workman shall be paid Rs. 50,000/- in full accord and satisfaction of the industrial dispute pending before this tribunal. Both the parties agree that the amount of Rs. 50,000/- has been paid through his counsel father of the workman by way of two cheques dated 5-4-2000 numbered as 913510 and 9113511 drawn on Abudhabi Commercial bank for payment to Bhagaji Sambaji Takke, the father and the legal heir of the deceased workman Santosh B. Takke.

In view of the aforesaid settlement and payment of amount by cheques handed over to the counsel for the legal heirs of the workman, the reference is answered by stating that the above dispute has been amicably settled. On payment of Rs. 50,000 to the father and legal heir of the deceased workman. Accordingly, an award is passed recording the aforesaid settlement. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 5 मई, 2004

का. आ. 1284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया लि० के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, मुम्बई के पंचाट (संदर्भ संख्या 08/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[फा. सं. एल-11012/153/2000-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2004

**S.O. 1284.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2004) of the Central Government Industrial Tribunal-cum-Labour Court I, Mumbai now as shown in the annexure, in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 30-04-2004.

[F. No. L-11012/153/2000-IR (C-1)]  
S. S. GUPTA, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

#### PRESENT :

Shri Justice S. C. Pandey : Presiding Officer

Reference No. CGIT-08/2001

**PARTIES :** : Employers in relation to the management of Air India Ltd. And their workmen.

#### APPEARANCES :

For the Management : Mr. Lancy D'souza

For the workman : Mr. P.S. Shetty, Advocate.

State : Maharashtra

Mumbai, dated, the 13th day of April, 2004

#### AWARD

1. This is a reference made by the Central Government under clause 1(d) of sub-section (1) and section (2A) of Section 10 of Industrial Disputes Act, 1947 (the Act for short) for adjudicating upon the industrial disputes Act 1947 (the Act for short) between Air India Ltd. (the company for short) and T. Sukumaran (the workman for short). The terms of the dispute are as follows :—

#### SCHEDULE

"Whether the action of the Management of Air India Ltd., Mumbai, in dismissing the services of Mr. T. Sukumaran, Ex-Senior Cleaner w.e.f. 30-9-98 is legal and justified? If not, to what relief is the workman concerned entitled?"

2. The undisputed facts of this case are that the workman was a confirmed Senior Cleaner in the employment of the company. The workman was served with a charge sheet dated 24-9-1996. It was alleged in that workman had stolen an electronic typewriter belonging to the company to Deoji Patel for consideration of Rs. 2000. The charge sheet was framed under the Model Standing Orders (Central) applicable to the workman. The specific charges stated that aforesaid actions of

workman resulted in the misconduct under the following heads :

- (i) Theft in connection with the Employers property.
- (ii) Acts subversive of discipline.

The reply dated 26-9-1996 was found unsatisfactory by the competent disciplinary authority and consequently Shri A. S. Uzagre Asstt. Manager Cabin Crew (Admin) was appointed as the Enquiry Officer. It is also not disputed that the enquiry was conducted in 13 settings. It was concluded on 31-3-1997. A report of the enquiry officer was received by the workman. The workman challenged the findings by his reply dated 9-3-1998. Thereafter, the workman was to show cause by Notice dated 8-4-1998 to the proposed punishment of dismissal. The workman sent a reply to the show cause notice. Thereafter, the order dated 28th May 1998 dismissing the workman from services was passed as per order 20(j) of Model Standing Orders. Thereafter, the workman raised an industrial dispute. It resulted in failure of conciliation.

3. The workman raised the following points in dispute :

- (i) There was error apparent on the face of record as the enquiry report considered irrelevant matters and ignored vital matters in form of the workman.
- (ii) The findings recorded against the workman were perverse.
- (iii) The workman was not given fair opportunity when important witnesses were not produced by the company and the request of the workman for examining material witnesses was turned down. The burden of proof was wrongly placed. These are some main grounds raised by the workman. It is not necessary to repeat others because they are of similar nature.

4. The company in its written statement stated the facts forming the back ground of the charge sheet. It was alleged that on 21st May, 1996 an electronic Typewriter was found to be stolen from office of Senior Manager Mr. B.A. Rego by his Stenographer Ms. Cynthia D'souza. Accordingly an FIR was lodged at Sahar Airport Police Station on the same day. On 24th July, 1996 the Network Electronic company informed Mr. Rego's office that an electronic typewriter belonging to company was in possession of Keten Singhvi. The police, thereupon, raided the house of Mr. Singhvi and recovered the typewriter on 24-7-1996 before two punch witnesses. On information received from Mr. Singhvi that he purchased the Electronic typewriter from Deoji Patel for Rs. 7,000/- the police arrested him. During the interrogation Deoji



Patel stated that the unknown person had sold the typewriter to him for Rs. 2,000/- On 26th July 1996 Mr. Deoji Patel accompanied by Asstt. Inspector for Police kept a watch at the Medicon Bhavan, IFSD, Deoji Patel identified the workman as the person who had sold the typewriter in question. The workman was arrested on 26-7-1996. During the investigation, the workman accepted the guilt. The workman was accordingly given a charge sheet.

It is not necessary to repeat the facts which are not in dispute. Suffice it is to say that the company has challenged each and every contention of the workman and refuted the legal pleas taken up by the workman.

5. This tribunal framed the following issues on the pleading of the parties. The Issue No. 1 and 2 are the preliminary issues. They are reproduced as herein below:—

1. Whether the termination of services of Shri. T. Sukumaran with effect from 30-9-1998 is vitiated because reasonable opportunity was not given to him in accordance with the Principles of Natural Justice?
2. Whether the findings of the Enquiry Committee are perverse or otherwise based on legal no evidence to bring home the charges framed against Shri T. Sukumaran.

6. The workman in support of his case filed his affidavit. He was cross examined by the counsel for the company. Thereafter, the workman closed his case. The company did not examine any witness in support of its case and relied on the enquiry proceedings.

7. As to Issue No. 1 is concerned, it is not case of the workman that he was not given an opportunity of representation during the course of enquiry. The entire enquiry proceedings show that he participated in the enquiry. However, it is his case that non examination of material witnesses of the company has deprived him of reasonable opportunity of hearing. This question has been passed from the point of view of principles of natural justice then we will consider in this paragraph the matter on Issue No. 1 quoted in paragraph 5. It appears from order sheet dated 27-11-1996 that enquiry committee proposed to examine four witnesses :—

- (i) B. A. Rego, Sr. Manager, Cabin Crew.
- (ii) R. N. Vani Deputy Manager, Security.
- (iii) N. R. Nayak, Duty Officer Catering, IFSD.
- (iv) C. R. Sule, Asstt. Catering Supervisor.

The workman was informed that other witnesses may be called. The company examined MW1 B. R. Rego, MW 2, C. R. Sule, MW3 N.R. Nayak MW 4, Ms. E. Pereira MW 5, R. P. Mahatle MW6 Mrs. Chakravorthy MW7. the case of the workman is that non examination of Deoji

Patel who had allegedly identified the workman as the person who sold him the typewrites. Amounted to denial of justice. It was argued that even K. K. Singhvi was not examined. It is true that Deoji Patel was the witness who had identified the workman and his testimony would be vital to the company's case. However, non examination of a witness is a neutral circumstance so far as the workman is concerned. To reiterate this statement is being made only from the point of view of principles of natural justice. It should be noted that company could not have compelled attendance of the witness as he was not under the control of the company. Therefore, company chose to examine R. P. Mahatle MW 7. It appears from the evidence of R. P. Mahatle MW7 that he was present when Deoji Patel identified the workman. MW8 Wani also stated that Mr. Patel had identified the workman. Thus, the identification of the workman. The workman did not cross examine witnesses. It is apparent when the workman had no questions to ask to these witnesses he could not claim that he would have elicited anything favourable from Deoji Patel. No other point was urged. It appears that workman was given full opportunity to defend himself through out the enquiry.

8. The workman was given an opportunity to examine Defence witnesses. He examined Shri B. R. Kamble and J.D. Valendra. These witnesses do not appear to be material witnesses because it appears from the Statement of these witnesses that on 20th May, 1996 the workman was not suspected for doing any thing wrong. It was stated that the enquiry Officer had examined these witnesses. Even before the company had closed its case as the statement of R. P. Mahatle MW7 was incomplete. It is true that this unusual procedure was adopted. This step was taken with a view to finish the enquiry. The workman had not objected. The learned counsel was unable to show the prejudice caused to the workman. The affidavit and the cross examination of the workman show that he was given full opportunity to defend himself. Thus the Issue No. 1 is decided by holding against the workman to the effect that reasonable opportunity was given to him.

9. The next question is if the finding of facts in the enquiry report can be assailed by the workman on the ground of perversity. A finding of fact is said to be perverse when no reasonable can come to that conclusion as was reached by the enquiry committee. A perverse finding may result from totally misreading of evidence so that the conclusion drawn from it does not follow. A finding may also be declared as perverse when there is no legal evidence to support it. In other words, it is based on conjectures which no reasonable man would indulge in. This tribunal is required to examine the finding on the anvil of the tests stated above. Before we do that it is necessary to recapitulate the chain of events leading to

accusation of the workman. The evidence against the workman is circumstantial rather than actual. The evidence may be summarised as follows :

- (A) Shri B. A. Rego MW1 stated that on 26th May 1996. He was informed that Typewriter in question was stolen. The informant Stenographer Cynthiya D'Souza had found its cover on stair case. The matter was reported to Security and Security Havaldar found the window of the Administrative office broken open Shri. B. A. Rego lodged FIR at Sahar Police Station.
  - (B) It was proved by the evidence of MW2 C. R. Sule that the workman was on duty on night between 20/21 May, 2001.
  - (C) MW3 N.R. Nayak MW 3 also confirmed the fact sated by C.R. Sule that on 20th May 1996 the workman was on duty He also recalled that T. Sukumaran Had told him that Chakravarty wanted a typewriter. Chakravarty MW 6 denied that he had requested for typewriter.
  - (D) MW7 R. P Mahale stated the fact regarding the investigation by Asstt. Inspector of Police. He proved the facts relating to the lodging of FIR of recovery of Electronic typewriter from Ketan Singhvi. He stated that Singhvi informed him about Deoji Patil who had sold in the typewriter. Deoji Patel told him that he had purchased the typewriter from a person whom he did not know. It was decided to keep a watch for finding out the person who sold the typewriter to him. After keeping watch on 25-7-1996 and 26-7-1996, Deoji Patel identified the workman in his presence at the entrance gate. Medicon Bhavan at about 2.15 PM. Deoji Patel oral statement was recorded at Police station so also that of workman. The workman who was arrested had also confessed to his guilt stating that he was in need of money as his mother had suffered a heart attack. He produced and filed copies of documents recorded during investigation.
- (i) First Information Report.
  - (ii) Statement of Shri Rego dated 21-5-1996 and
  - (iii) Panchanama of recovery of Typewriter
  - (iv) Statement of Mr. Singhvi.
  - (v) Statement of Deoji Patel dated 24-7-1996 and 26-7-1996.
  - (vi) Confession of the workman dated 26-7-1996.

In cross examination the witness stated that Mr. Vani was present at the time of identification. The statement of R. M. Vani MW5 at page 25 of the paper book is corroborative aforesaid made on behalf of the workman. Apart from that this witness further confirmed the fact of seizure of typewriter and statement made by Mr. Bharat

Singhvi and Himanshu Singhvi that purchased that electronic typewriter from Deoji Bhai Patel after paying Rs.7,000/- as its price. Mrs. E. Pararia MW4 was a formal witness who filed and proved the copies of documents relating to the case.

9. On these broad facts the enquiry officer found against the workman. It has been argued that non examination of Deoji Patel resulted in injustice. This tribunal is of the view that there was material on record that Deoji Patel and identified the workman as the seller of the typewriter. The fact of identification was proved by MW7 R.D. Mahalte and MW5 R.N. Vani. These two witnesses were not cross examined by the workman in any detail casting doubt on their veracity. Moreover, recorded confession was also proved by MW7 R. P. Mahale. It is true that confession made to Police Officer is not admissible under the Evidence Act. However, that section does not prevent the recording of a confession statement by an accused. The witness has not been Shaken in cross examination. Thus there is material on record for the purpose of domestic enquiry.

10. This tribunal at this stage has *suo moto* examined the material on record to do justice between the parties in exercise of its powers under Section 11-A of the Act. Even from the point of view of Section 11-A the conclusion in the enquiry report cannot be assailed. The evidence placed on record is not such as would authorized this tribunal to interfere in exercise of powers under Section 11-A of Act. The chain events pointed out to the misconduct of the workman. The typewriter belonged to the company. It was found in possession of Singhvi family because it was received. Singhvi family purchased it from Deoji Patel. It was Deoji Patel who identified the workman as the culprit. The workman himself confessed to the guilt and R. P. Mahale proved that document. There is no substance in the argument that enquiry was vitiated because in the argument that enquiry two defence witnesses were examined before R. P. Wani's cross examination was complete. No prejudice was caused to the workman as R. P. Wani's evidence did not concern the witnesses, authorities, i.e. Kuldeep Singh vs. Commissioner of Police 1991 1 LLR 499 (SC) Shantilal Motilal Marwadi vs. Lipton Tea 1991 II CLR 225 and Sen Enmal and Stamping Work Ltd. vs. Their workmen II LLJ 369 are based on different set of facts. This tribunal finds that the domestic tribunal has reached on the preponderance of probabilities is that workman has committed the misconduct. There is no reason to interfere with the findings.

11. Accordingly, this tribunal holds that the workman's service were rightly terminated w.e.f. 30-9-98. The order is legal and justified. The workman is entitled to no relief. The reference is answered on the above terms. No costs.

S. C. PANDEY, Presiding Officer



नई दिल्ली, 5 मई, 2004

का. आ. 1285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इस्कान इन्टरनेशनल लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या आई. डी. 61/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-04-2004 को प्राप्त हुआ था।

[ फा. सं. एल-41011/3/99-आई.आर. (बी-1) ]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th May, 2004

S.O. 1285.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D.No. 61/99) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Ircon International Ltd., and their workman, which was received by the Central Government on 30-4-2004.

[F. No. L-41011/3/99-IR (B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT NEW DELHI

PRESIDING OFFICER: SHRI B.N. PANDEY

I.D. No. 61/99

Shri Mahendra Chowdhary &amp; 36 others through

Shri Surender Singh, Advocate,

General Secretary,

Rashtriya Mazdoor Congress (INTUC)

U.P. Branch, 43/16, Sector 15/A,

Sector 16, Sikandara, Agra (U.P.)

.....Workman

Versus

The General Manager,

M/s Ircon International Ltd.,

Palika Bhawan, Sector-XIII,

R.K. Puram, New Delhi.

.....Management

## AWARD

The Central Government in the Ministry of Labour vide its order No. L-41011/3/99-IR(B-I) dated 9-2-99 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the demand of the Rashtriya Mazdoor Congress, U.P. Shakha for reinstatement and regularisation of 37 workmen (As per list) in the management of M/s. Ircon International Ltd. is legal and justified? If so, to what relief the said workmen are entitled?”

2. In the claim statement filed by the General Secretary on behalf of 37 workmen legality of the termination order dated 3-6-98 have been challenged and their reinstatement with full back wages and regularisation has been claimed. In the claim statement it has been alleged that the 37 workmen relating to this dispute were under the employment of M/s. Ircon International Ltd. at Mathura from the dates mentioned against their name of the workman shown in the list attached with reference order and worked continuously without any break till the date of that termination from service. All the 37 workmen had worked for more than 240 days in every year that the management closed work of Mathura Project on 3rd June, 1998 and illegally retrenched the workman. The retrenchment compensation was not paid as per law at the time of retrenchment. Representation of these workmen also not considered and that M/s. Ircon International Limited has several project in different states of the country as well as in Uttar Pradesh and even abroad, the nature of work in which the company is engaged is pernnial in nature i.e. the workmen who are engaged in any project of Construction can be engaged in another project by maintaining continuity of their employment: that as per instructions, issued by Ircon International regarding absorption in permanent of grades of pay it is provided that whenever it becomes necessary to engage fresh level persons discharged earlier were available should be re-engaged in order of seniority. The intake of fresh labour should be resorted to only after the engagement of such discharged labourers; that in the instant case the instructions issued from time to time had not been followed and the provisions laid down in I.D. Act, 1947 had also not been followed. The workmen claimed their reinstatement in service as also regularisation in service; that the unfair labour practice of the management-respondent led to the Rashtriya Mazdoor Congress to raise an industrial dispute in the matter which was referred by the state government of U.P. for adjudication before the Industrial Tribunal IV, Agra U.P. and was registered as Adj. Case No. 261/96 which was allowed vide award dated 8-I-98. It was ordered in the award that the services of the present 37 workmen should not be dispensed with (or interrupted) but despite that award the management arbitrarily terminated services of the 37 workmen along with others. That the management did not pay retrenchment compensation as per law immediately at the time of closer of the project. The management has shown some workmen as retrenched and on the other hand engaged those workmen in other projects which is in clear violation of provisions of article 14, 16 and 21 of the Indian Constitution; that the present workmen are out of employment since the termination. Hence they are entitled to be reinstated with full back wages and other benefits.

3. In the written statement filed by the management-respondent the claim of the workmen has been denied and it has been *inter alia* alleged that Delhi Mathura Road Project (U.P. Sector) to which all these workmen belong, was awarded to Ircon International Limited by the U.P. PWD vide Contract Agreement No. 3/SE-50/91-92 dated 23-5-91 with the stipulation that the works shall be completed within a period of 48 months; the project work

was completed in phases and was finally completed as a whole and handed over to the clients i.e. U.P. PWD on 19-2-98; that for execution and construction of the road project in question the aforesaid workmen in various categories were engaged locally and their services were liable to be retained for the duration of the project. On completion of the road construction project, the services of these workmen engaged for the construction activities were dispensed with in terms of section 25 FFF(2) of the I.D. Act after tendering due compensation and all other statutory dues. The 19 workmen have also withdrawn the final settlement from their respective provident Fund Accounts; that the services of the present workmen have been terminated on account of closer of the project after following the provisions of Sub-section 2 of section 25 FFF read with section 25-F, no valid claim lies for re-employment as also for keeping their names in the panel in terms of Section 25-H of the I.D. Act. However, names of the workmen whose services have been dispensed with have been entered in the panel being maintained by the IRCON management in terms of the directions issued by Supreme Court in a similar case of Suraj Jha Vs. IRCON. Accordingly as and when there would be requirement of manpower these workmen would be considered for re-employment in future, depending upon vacancies in their skills and experience and the job requirement on new projects. In preliminary objections it has been alleged that Shri Surender Singh is an Advocate and General Secretary, Rashtriya Mazdoor Congress (INTUC) U.P. Branch. He has no *locus standi* to file the present claim petition of the workmen and that he is no more General Secretary of INTUC; that the prayer of the workman have no substance. Hence their claim deserves to be dismissed.

4. Rejoinder to the written statement has also been filed on behalf of the workman denying the contents of W.S. and reiterating their earlier pleadings.

5. Both the parties filed various documents in support of their case. Besides, the workman also filed affidavit of Brejesh Kumar Yadav on behalf of all workmen and he was also cross-examined by the A.R. of the Management. On the other side the management-respondent has filed affidavit of Shri Pramod Kumar Manager (MW1) he was also cross-examined by the AR of the workman.

6. I have heard learned counsel for both the sides and perused the file.

7. The preliminary objection has been raised that the present claim petition has been filed through Shri Surender Singh Advocate, General Secretary, Rashtriya Mazdoor Congress (INTUC) U.P. Branch Agra but he has no *locus standi* to file the petition. Hence the petition is incompetent and not maintainable. It has been further alleged that Shri Surender Singh is no more General Secretary of INTUC and also not the party to the dispute. Further all India Ircon Karamchari Sangh is not in existence. Therefore, the dispute in question cannot be raised by Shri Surender Singh in the capacity of General Secretary of INTUC. In this regard the management respondent who has raised this objection has filed no evidence at all. On

the other hand the workman has filed a copy of letter dated 26-9-98 signed by Shri Sham Krishan Registrar Trade Unions U. P. Kanpur and sent to all Regional Additional and Dy. Labour Commissioner U.P., Industrial Tribunals and all Labour Courts of U.P. wherein it has been mentioned that election of INTUC of U.P. Branch was held on 20-9-98 in which Shri Ashok Singh and Raja Ram Misra were elected as President and General Secretary of the union. A full list of elected members has also been attached with this letter wherein name of Shri Surender Singh has also been mentioned as one of the Four General Secretaries including Raja Ram Mishra. Apart from it Shri Brijesh Kumar Yadav one of the claimants workmen who has filed affidavit has deposed that the INTUC is a registered Labour Union of which he is also a member. The present reference was made on 9-2-99 and claim statement was signed on 11-4-99 by Surender Singh. He has also affixed his official seal of general secretary below his signature, therefore, there is no justification to disbelieve the evidence of the workman in this respect. Accordingly, I find no force in this preliminary objection of the management. It is worth to be mentioned that the workman filed a writ petition No. 24331/1998 before the Hon'ble High Court of judicature at Allahabad which was dismissed on the ground of alternative remedy vide order dated 30-7-98. Thereupon being aggrieved the workmen filed petition for special leave to Appeal No. 15573/1998 before the Hon'ble Supreme Court which was also dismissed with the observation that if the Central Government is approached for making a reference to the Industrial Tribunal under Section 10 of the I.D. Act, the Central Government shall make the reference. Under this back-ground the present dispute has been referred by the Ministry of Labour to this Tribunal for adjudication. It is admitted fact that the management-respondent Ircon is a Public Limited Company incorporated under the Companies Act, 1956 and it has been established as a Contracting Construction Company. The respondent Company undertakes works of construction of building, bridges, roads, canals, dams or for other construction work of project by entering into contract with contractees. It is also admitted that the Ircon/Management-respondent carries on its business in different states throughout the country and even on abroad which itself goes to show that its work and business is of perenial nature and, therefore, it employs workers as per its requirements. There is no dispute that it is governed by the I.D. Act, 1947.

8. Admittedly all the 37 workmen alongwith others were terminated from their services w.e.f. 3-6-98, it has also been admitted by the management that the workmen had been in continuous service for not less than one year in Delhi Mathura Road Project immediately before the closer of the said project w.e.f. 3-6-98. On the other hand the workmen claim that they have been in continuous service w.e.f. January, 93 till 2-6-98 and they were illegally terminated from service w.e.f. 3-6-98. Thus it is clear that the workmen had completed more than 240 days in each years of their service before their termination. There is no dispute that the provisions of section 25-F of the I.D. Act is applicable in this case. According to the workmen their services were illegally terminated without compliance of the provisions

of section 25-F of the I.D. Act. They were paid nothing at the time of their retrenchment/termination nor any earlier notice of termination was given to them. On the other hand the management claims that the management had paid to all the workmen one month's pay, compensation, gratuity etc. as required by the provisions of section 25-F of the I.D. Act, 1947. The workmen also claimed that the work of the workmen was of perenial nature in the establishment of the management respondent as it carries on similar work/business and projects at different places regularly and continuously for the whole year permanently. Therefore, there was no justification to retrench or terminate them from their service. It is also alleged that the facts and principles of closing down an establishment has been wrongly alleged and applied in the instant case of the workman because closer of an undertaking/project could not mean closer of entire business or "Industry". The I.D. Representative of the workman vehemently argued that if on completion of work of Delhi Mathura Road Project, work of that project came to end it does not mean that the entire business/industry of ircon came to end or was bound to be closed down its establishment for want of work. He added that it has come in evidence that prior to their termination the workmen had raised a dispute for their regularisation in service which was referred to and decided by the Industrial-cum-Labour Court Agra. Therefore, being annoyed from it the management terminated services of the workmen arbitrarily and illegally. Otherwise there was no ground of justification for termination of the workmen. It was further argued that the provisions of section 25-F of the I.D. Act, 1947 were also not followed strictly. Therefore, the termination order is no order in the eyes of law. It is void *ab initio* and liable to be quashed.

9. It is admitted fact that M/s. Ircon International Limited, present management, carries on its industrial work and business throughout the country as well as in U.P. and even abroad. The nature of work in which the company is engaged is of perenial in nature. Further there is no evidence that the present workmen were employed for or in respect of the construction of Delhi Mathura Road Project only. There is also no evidence that they were engaged for a limited period only. In *Hindustan Steel Ltd. Vs. Workmen* (1973) 3 SCC 564, 1973 SCC (L&S) 195 it was held by the Hon'ble Apex Court that closure of an undertaking could not mean closure of entire business or "Industry". The workmen were working with the management in different category like machanic, driver etc. They could also be engaged anywhere in any other project of the management but the management has wrongly applied the principle of closing down of undertakings in the instant case of the present workmen. There is nothing on the record to show that the entire business of the management was closed down on completion of Delhi Mathura Road Project. Moreover, it has also adopted a faulty and wrong procedure. There is nothing on the record to show any seniority list of workers and workmen working with the respondent-management. The principle of last come first go was also not applied in the instant case. The procedure as laid down in section 25F and 25 FFF were also not followed strictly.

10. The Management claims that it had followed the procedure laid down in section 25F and 25FFF etc. While terminating the services of the workmen. It has also filed a copy of termination order dated 30-5-98 which goes to show that certain amount of salary, one month's salary in lieu of notice and compensation as required under sub-section 2 of section 25FFF and under clause (b) of section 25F of the I.D. Act alongwith other amount of gratuity and leave encashment was also tendered to them through drafts dated 25-5-98 but it is surprising to note that there is no mention as to the detail of period for which the salary upto 3rd June, 1988 was paid or detail of period of their service for fixation of compensation @ 15 days salary/pay for every completed year of service.

The date of appointment and designation of the present workman have been given against their names in the list of workmen attached with the reference letter dated 9-2-99. It shows that they were appointed in the year 1992 and 1993 as mentioned against their names on various post. So in order to determine as to whether the correct amount was actually tendered towards compensation or not it must have mentioned in the notice. The workman claim that it was wrongly prepared in hurry—Later on, in order to cure irregularities and illegality in the termination order and it was also not correct and against full payment of salary and compensation etc. Moreover, no payment was made to them at the time of their termination/retrenchment. The workman admitted that certain amounts through cheque were received to them later on much after their termination. There is also no evidence to show as to when the termination order or any notice was served on the workman. There is also no evidence on record to show the compliance of sub clause (c) of section 25F which requires that "notice in the prescribed manner is served on the appropriate government or such authority as may be specified by the appropriate Government by Notification in the Official Gazette. Thus I find that there was no strict compliance of section 25 F of 25FFF of the I.D. Act before retrenchment/termination of the workman. Therefore, I find that the termination of the workman was illegal as the amount of their salary and compensation was not correctly computed and provisions of section 25-F were not correctly followed. However, it has been laid down by the Hon'ble Supreme Court as reported in 1986 S.C.C. (4+5) 383 that on termination being found illegal the retrenchment compensation received by the workman was directed to be adjusted against their back wages but was not allowed to be deducted from future wages.

11. Apart from the above, admittedly a reference case between the parties for regularisation of services of the workman was decided by the labour. Tribunal U.P. Agra in case No. 261/96 on 8-1-98 wherein it was held that "because the work of the management-respondent was being carried out through out the entire country as well as abroad, hence there should be no interruption as far as possible, in their services and they should be considered for regularisation on the basis of their seniority and in accordance with rules and procedure of the company whenever permanent vacancy becomes available." In

evidence the management has itself admitted that separate projects are still being carried out by the management in different and various parts of the country and even in foreign and several appointments were also made after termination of the present workman. It has also admitted that a panel of the present workmen was also prepared to engage them in service whenever vacancy is available but it is clear from its own evidence of the management that even that procedure was not followed for the reasons best known to the management. It only goes to show that the management has acted arbitrarily and illegally in terminating the services of present workman and not continuing and considering them for regularisation in service. Therefore, the action of the management of Iroon International Limited cannot be justified.

12. In view of the above discussions, I find that the order of termination of the present 37 workmen was totally illegal and unjustified. Therefore, it deserves to be quashed. I also hold that the claim of the Rashtriya Mazdoor Congress, U.P. Shakha for reinstatement and regularisation of 37 workmen (as per list attached with the reference order dated 9-2-99) in the management M/s. Iroon International Limited is perfectly legal and justified. All the workmen petitioners are entitled to be reinstated in service with 50% of back wages, continuity in service and all other consequential benefits to them. However, the amount tendered to the workmen as claimed by the management and was received by the workman or some of them, it will be adjusted against the amount of back wages payable to them. The management of Iroon International Limited/respondent shall reinstate all the 37 workmen in their service and make payment of the amount of back wages in view of this award within two months from the date of publication of the award in the Official Gazette. Parties shall bear their own costs. Award is given accordingly.

Dated: 27-4-04 B.N. PANDEY, Presiding Officer

नई दिल्ली, 6 मई, 2004

का. आ. 1286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 222/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-05-2004 को प्राप्त हुआ था।

[फा. सं. एल-42012/61/96-आईआर (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th May, 2004

S.O. 1286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 222/98) of the Central Govt. Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD, and their workman, which was received by the Central Government on 6-5-04.

[F. No. L-42012/61/96-IR (DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER: SHRI B.N. PANDEY

I.D. No. 222/98

Shri Kailash Chand through  
The General Secretary,  
C.P.W.D. Karamchari Union,  
C-15, Gole Market,  
New Delhi-1.

...Workman

Versus

The Executive Engineer (Elect),  
CPWD, Divn. 8, M.S.O. Police  
Head Quarters, Inderprastha Estate,  
New Delhi.

...Management

## AWARD

The Central Government in the Ministry of Labour vide its order No. L-42012/61/96-IR(DU) dated 16-11-99 has referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the action of the management of the Executive Engineer (Elect) CPWD Divn. 8, MSO, Police Head Quarters New Delhi in awarding punishment of stoppage of increment and other unfair labour practice as contained in the charter of demand is legal and justified? If not, to what relief the workman is entitled?”

2. Claim petition was filed on behalf of the workman Kailash Chand through General Secretary of CPWD Karamchari Union challenging the order of management awarding punishment of stoppage of increment. It was alleged that departmental proceedings against the workman held were illegal and he was illegally punished with the stoppage of increment which deserves to be quashed and the workman was entitled to his full pay including increments etc.

3. The claim of the workman was contested by the management alleging that there was no illegality in the disciplinary proceedings against the workman and there is no illegality in the impugned order. Therefore, it deserves no interference by the court.

4. The workman also filed his rejoinder reiterating his earlier versions made in the claim statement and also filed certain photo copies of its documents. The management also filed its documents. After filing the rejoinder the workman and his Union absented and adduced no substantive evidence at all in support of his case. It appears that the workman or his union is no more interested in prosecuting the case. Therefore, they have intentionally left the case without adducing substantive evidence. The absence seems to be deliberate. Therefore, no dispute award is given for want of prosecution of the case. No dispute award is given accordingly. Parties shall bear their own costs.

Dated: 27-4-04

B. N. PANDEY, Presiding Officer



नई दिल्ली, 6 मई, 2004

का. आ. 1287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-05-2004 को प्राप्त हुआ था।

[फ. सं. एल-40012/255/99-आई.आर. (डी.बू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th May, 2004

S.O. 1287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was recived by the Central Government on 6-05-2004.

[F. No. L-40012/255/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

**BEFORE SHRI R. K. BHISE, PRESIDING OFFICER,  
FIRST LABOUR COURT, PUNE**

Reference (1DA) 935/1998

Department of Telecom,  
The General Manager,  
Pune Telecom,  
Pune-411 002

... First Party

AND

Smt. Bharati Misal  
Laxminagar,  
S. No. 12, Near Urdu School  
Yerawada, Pune-411 006

... Second Party

Coram : Shri R.K. Bhise

**APPEARANCES :** Smt. S. D. Kulkarni- Advocate for  
First Party

Shri Ajit Abhyankar-Union  
Representative for Second Party

#### AWARD

(Date : 4-3-2004)

1. This reference is made by Govt. of India, Shram Mantralaya, New Delhi-110001 by clause (d) of sub-section (1) and section 2-A of section 10 of the I.D.A. for adjudication of the dispute between the above referred parties over the following demands :

"That the services of the Second Party have been terminated w.e.f. 21-12-97 and he may be reinstated with continuity of service and full back wages for the intervening idle period".

2. The Second Party has made out his case in the statement of claim in the following manner :

(a) According to the Second Party, she was in employment of the Pune Telecom Department as Part time sweeper since 1990. She rendered her services continuously for 7 years from 1990 to 1997. There was no stigma on her services during that period. However, in 1997, the General Manager, Pune Telecom orally terminated her services.

(b) Further, according to the Second Party, she has no source of income as also her husband has expired 10 years back. She is dependent upon her elder sister due to her unemployment. Hence, she has personally requested the General Manager for her reinstatement but to no effect.

(c) Further, according to the Second Party on 3-2-98 the Assistant Labour Commissioner moved the First Party at her instance for reinstatement but no response was given to it by the First Party. However, it was argued by the First Party that the nature of the employment of the Second Party was temporary and she cannot raise such a type of dispute. Thus no settlement was arrived at in between them. Hence, inspite this reference, she has prayed for her reinstatement with continuity of service and full back wages.

3(a) The First Party has filed written statement at Exh. 9 and denied that the appointment of the Second Party was a part time sweeper. In fact, no appointment letter was ever issued to the Second Party. On the contrary, in 1990, the First Party Pune Telecom has called for Quotations and accordingly it has received Quotations from Shanta Kajane, Shalan Gaikwad and the present Second Party for their work on daily wages of Rs. 20/- Thus, the work of sweeping was given to them on contract basis. As per this contract, the period of the work was for 2 hours per day and after having understood these conditions, the Second Party has worked for two hours only as a sweeper from 1990 to 1997.

(b) Further, according to the First Party, it never happened that the Second Party was terminated from the services. The fact is that as the work of the Second Party was on contract basis no point of termination of her services arises. On the contrary, as per the Quotations, the First Party has been paid the wages of her work.

(c) Lastly, it has been stated by the First Party that the Second Party was given work on contract basis as per the orders of their superiors as they cannot appoint the daily wages labourers. Therefore, this work was given to the Second Party on contract basis. Therefore, the Second Party does not come in purview of the definition of daily

wages workmen. Hence, it is prayed for the dismissal of the reference.

4. In pursuance to the pleadings of both the parties, following issues have been framed by my learned predecessor at Exh. 11 dt. 15-6-2001 and I record my findings in front of each of them for the reasons stated below :

ISSUES	FINDINGS
1. Whether the action of the management of PGM, Telecom, Pune in relation to DE Telecom Yerwada in terminating the services of Smt. Bharati Misal Part-time Casual labour is legal and justified?  If not, to what relief the said workman is entitled?	Negative. Relief— Reinstatement with full backwages and continuity of service.
2. What Order ?	As given below.

#### REASONS

5. The Second Party has examined herself on oath at Exh. 16 and closed the evidence vide purshis at Exh. 25.

(6) The First Party has adduced evidence of Shri. Ramesh Shivrao Sangeet at Exh. 28-A and closed its evidence vide purshis at Exh. 32.

#### ISSUES NO. 1 AND 2:

7. It is the case of the Second Party that she was paid wages supervised and instructed by the Office of the First party. Therefore, there was master and servant relationship in between them. As against this, it is the contention of the First Party that the Second Party was working on contract basis with the First Party. It had called the witnesses to do work on contract basis with the First Party, and in response to it, the Second Party had accepted cleaning work of First Party establishment.

8. In this matter, there is no production of the original Quotation before the Court. The witness of the First party Ramesh Sangeet in his evidence at Exh. 28-A has stated that no appointment letter was issued to the Second Party. They have been assigning the work on contract basis on daily wages rate of Rs. 20/- per day. The period of the work was assigned for two hours. Thus, they had worked from 1990 to 1997. Further according to him, from the year 2000, change has been effected by the Central Government and by it the Central Government has withdrawn the powers of assigning the work of the Class IV persons on contract basis. Even in cross examination Shri Sangeet has admitted that he does not know how Quotations were invited by his Office. Further, why the Quotations of these three sweepers have been accepted is not been explained by him. Further all these Quotations below Exh. 10/A does not bear any seal or endorsement of his office in token of its receipt.

9. Thus, it has to be found out that whether it is necessary to record findings of the employee-employer relationship inbetween the Second Party and the First Party. As pointed out earlier, by the Second Party that the issue of the status of the Second Party is worked under Industrial Disputes Act as well as fact of termination of the services is not open to be decided by this Court. Therefore, in the contentions of the First Party regarding the issue of the workmen and fact of termination is beyond the scope of the reference and hence, ultra-virus powers of this Court. This Court is only to decide whether the termination of the Second Party is made inlawful manner or not and if it is not with relief, the Second Party is entitled to. I am of the view that the contentions raised by the Second Party on the point of employer-employee relationship are justifiable.

10. There is evidence of the First Party through Mr. Sangeet and stated that there is production of the Quotation at Exh. 10/A submitted by the Second Party. In response to these Quotations, three persons by name Shanta Kajane, Shalan Gaikwad and present Second Party and more others have filed their Quotation and in response to it, the work of cleaning of premises was assigned to the present Second Party. On minute scrutiny of the Quotation at Exh. 10/A, it is noticed that it does not bear any endorsement of the Office. It is also noticed that the opening words of these Quotations states that the Second Party should be given appointment on casual basis and not on contract basis. It is further to be noted that there is no mention of the place of the work, period of contract, right liability, obligations and duties. Further, it is also without the names of these witnesses. Further, the paper bearsome date as date of document with much overwritings 15-12-90. However, the witness signs putting the date as 18-12-90. Thus it must be held that the assigning of the work on contract basis of the Second party must be held as a sham and bogus.

11. There is contention of the First Party that the Second Party was appointed on contract basis so as to mean that she was working on her own and there had been no employer-employee relationship inbetween them. In support of these contentions, no documentary evidence has been produced on record. Again the First Party witness Sangeet has admitted in his cross examination that he has no documentary evidence to show that the Second Party was working on contract basis. Further it is the matter of high imagination that the present Second Party engaged as a sweeper on contract basis has been given work on the same contract continuously for more than 5 years. In addition to it, the First Party witness Sangeet—Asstt. General Manager (Legal has admitted that there was a agreement in between the First Party and Second Party on receipt of the Quotations. Further, he admitted that he does not have any other evidence to show that the Second Party was working on contract basis. Thus, in this matter from the documentary evidence on record, the status of

the present Second Party appears to be that of the workmen.

12. In this behalf, if the provisions of the section 25-F of the I.D. Act provided that no employer-employee in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workmen has been given one month's notice in writing indicating the reasons for retrenchment, period of retrenchment, period of the notice has expired. The workman has been paid in lieu of list of notices, wages for the period of notice. Similarly, as per Rule 81, the employer is bound to display a seniority list of all the workmen in the establishment, on the notice board at least 7 days before retrenchment. It has been admitted by the First Party that the Second Party is not been served with any notice of whatsoever nature nor paid any compensation or there was display of any seniority list. The Second Party was admittedly doing the work of cleaning and sweeping, regularly. This work was of regular nature. Even after the termination of the Second Party, the work of sweeping and cleaning by the Second Party is in existence till today. Therefore, the retrenchment of the Second Party was without any ground of whatsoever nature. Thus, the Second Party must be held to have been established case of her retrenchment amounting to illegal termination without notice, compensation and legal dues.

13. There is defence of the First Party that it had no authority to appoint regular employees for cleaning work since 1984. There were instructions of that authority to that effect that the appointment for the cleaning work be made on contract basis. Further the power of appointing contract basis workers has been withdrawn and all the cleaning work was done by the Contractor appointed for the purpose. However, there is admission of the First Party in the cross examination through witness Sangeet that in para 7 of Exh. 28-A some of the workmen like the Second Party who were working casually before or after 1995 have been made permanent and that he cannot state the rules under which they were made permanent. Thus, it is clear Cut case of malafide action and discrimination on the part of First Party.

14. Even otherwise the case of the Second Party have been considered u/s 2 (oo) (bb) it would be noticed that the Hon'ble Apex Court in the case reported in 2003 (2) L. L. N. 1134 in the case of S. M. Nilajkar and others and Telecom District Manager, Karnataka has observed that :

"Held : The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied :

(i) that the workman was employed in a project or scheme of temporary duration.

(ii) the employment was on a contract and not as a daily wager simplification which provided *inter alia* that the employment shall come to an end on the expiry of the scheme or project.

(iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract. and

(iv) the workman ought to have been approached or made aware of the above said terms by the employer at the commencement of employment.

The engagement of a workman as a daily wager does not by itself amount to putting the workman on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or upto the occurrence of some event and therefore the workman ought to know that his employment was short lived. The contract of employment consiously entered into by the workmen with the employer would result in a notice to the workman on the date of commencement of the employment itself that his employment was short lived and as per the terms of the contract the same was liable to termination on the expiry of the contract and the scheme or project coming to an end. The workman may not therefore, complaint that by the act of the employer his employment was coming to an abrupt termination. To exclude the termination of a Scheme or project employee from the definition of retrenchment it is for the employer to prove the above said ingredients so as to attract the applicability of sub-clause (bb) above said. In the case at hand, the Respondent employer has failed in alleging and proving the ingredients of sub-clause (bb) . All that has been proved is that has been proved is that the appellants were engaged as casual workers or daily wagers in a project. For want of proof attracting applicability of sub-clause (bb) it has to be held that the termination of the services of the appellants amounted to retrenchment.

Closure of a project or scheme by the State Government would be covered by closing down of undertaking within the meaning of S-25FFF. The workman would therefore be entitled to notice and compensation in accordance with the provisions of section 25-F though the right of employer to close the undertaking for any reason whatsoever cannot be questioned. Compliance of sec. 25-F shall be subject to such relaxations as are provided by sec. 25FFF. The undertaking having been closed on account of unavoidable circumstances beyond the control of the employer i.e. by its own force as it was designed and destined to have a limited life only, the compensation payable to the workman under clause (b) of sec. 25-F shall not exceed his average pay for three months. This is so because of failure on the part of the Respondent employer to allege and prove that the termination of employment fell within sub-clause (bb) of Clause (oo) of section 2 of the Act.

For all the foregoing reasons the decision of the Division Bench deserves to be set aside and that of the learned single Judge restored, except for the finding that the appellants were not project employees.

The project in which the workmen were engaged has come to an end. The Respondent Government may consider the appellants being accommodated in some other project or scheme or regular employment, if available, by issuing suitable instructions or guidelines. If it is not possible, the Respondent shall bear liberty to terminate the employment of the appellants after reinstating them as directed by the High Court and then complying with section 25-F of the Industrial Disputes Act."

15. Secondly, in the case reported in 2001 (3) L.L.N. 956 (Nagpur Bench)—in the case of General Manager, Telecom Nagpur and others and Naresh Brijlal Charote and another :—

"A sweeper appointed on temporary basis raised an industrial dispute on being removed from the services.

Under Section 25F—the said sweeper raised a dispute on the grounds that juniors to him were still in service and that procedure u/s 25F of the Act had not been followed in his termination. Petitioners contend that Respondent was not a workman under the Act and that his services being on hourly basis, s-25F is not attracted—Held definition of the workman as defined under the Act does not make any distinction between full time and part-time employee. Respondent is a workman under the Act—Therefore, compliance with s-25F procedure was mandatory and non-compliance rendered the termination void *ab initio*."

16. Therefore, in the light of the identical matters, before Hon'ble Apex Court and High Court, and in the light of the observations under these authorities, the First Party cannot take defence that the Second Party was engaged for one hour per day and she was being paid as per the then existing daily wages rates per hour. Further, it does not lie in the mouth of the Respondent that the terms and conditions of the contract between the First Party and Second Party makes it clear that the work assigned to the Second Party was on contract basis and she was never in continuous service of the Pune Telecom or she has never completed 240 days work in Pune Telecom within 12 successive months also it does not lie in the mouth of the First Party. The First Party has also relied upon Judgement of Hon'ble Apex Court reported in 1992, A.I.R. Pg. 593, 1994 (1) LLN pg. 545, 1999 (1) LLN 579, in the light of the recent authorities of Hon'ble Supreme Court. Therefore, I am of the clear view that the definition of retrenchment u/s 2(oo) of the Act is nothing but termination of the service of the workman for any reason. Even if it is assumed that the Act of the First Party interminating the services on one

protect or the other due to decrease of the work still the action of the First Party must be held to have come within the mischief of retrenchment. Therefore, the compliance of Section 25-F being pre-requisite factor before termination of the services of the workman. In the light of the observations of the Hon'ble Apex Court, it has been made binding on the First Party to comply with the provisions of Section 25-F and in the present matter on the other hand, admittedly there is no compliance of this provision. Therefore, taking into account the status of the present Second Party as sweeper and any action on the part of the First Party about the further employment of the Second Party on the basis of the order of superior by its own office and any action in that behalf makes the Second Party entitled for reinstatement with full back wages and continuity of service.

17. It is the matter of record that there is statement of the payment made to the Second Party by the First Party on hourly basis pertaining to period from 1992 to 1998 which clearly shows that she has worked for more than 240 days in the year continuously. thus, it makes her entitled for her reinstatement with full back wages and continuity of service.

18. The point which arise in the reference that due to the expiry of the alleged terms and tenure of the contract, the Second Party cannot be given reinstatement to her original post. In this behalf, it can be stated that the First Party being the Government may consider the case of the Second Party for her accommodation elsewhere, if it is not possible for it to place the Second Party workman at the same place.

19. Hence, under all these circumstances, it is held that the action of the First Party in terminating the services of the Second Party, daily wage sweeper working at SDC Phones is not justifiable, and she is entitled to the relief of reinstatement with full back wages and continuity of service. Hence, I answer Issue No. 1 accordingly, and pass following order :

#### ORDER

1. The reference is allowed.
2. The First Party is directed to reinstate the Second Party as a sweeper at any office of Pune Telecom Department with full back wages and continuity of service.
3. No order as to costs.

R.K. BHISE, Presiding Officer

Place : Pune

DATE : 4-3-2004



नई दिल्ली, 6 मई, 2004

का. आ. 1288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2004 को प्राप्त हुआ था।

[ फा. सं. एल-40012/48/97-आई.आर. (डी.वू.) ]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th May, 2004

S.O. 1288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom. and their workman, which was received by the Central Government on 6-5-2004.

[F. No. L-40012/48/97-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI R. K. BHISE, PRESIDING OFFICER,  
FIRST LABOUR COURT  
PUNE

REFERENCE (IDA) 297/1998

Department of Telecom  
The General Manager  
Pune Telecom  
Pune-411002

....First Party

AND

Smt. Shalan Arun Gaikwad  
No. 113, Bhavani Peth  
Pune-411042

....Second Party

Coram : Shri R. K. Bhise

APPEARANCES : Smt. S. D. Kulkarni—Advocate for First Party

Shri Ajit Abhyankar—Union  
Representative for Second Party

AWARD

(Date : 4-3-2004)

1. This is reference is made by Govt. of India. Shram Mantralaya New Delhi-110001 by clause(d) of sub-section (1) and Section 2-A of section 10 of the I.D.A. for adjudication of the dispute between the above referred parties over the following demands :

"That the services of the Second Party have been terminated w.e.f. 1-6-95 and he may be reinstated with continuity of service and full back wages for the intervening idle period."

2. The Second Party has made out his case in the statement of claim in the following manner :

- (a) According to the Second Party she was in employment of the Pune Telecom Department as Part-Time Sweeper since 1990. She rendered her services continuously for 5 years from 1990 to 1995. There was no stigma on her services during that period. However, in 1995-General Manager-Pune Telecom orally terminated her services.
  - (b) Further according to the Second Party, she has 3 children dependent upon her. Her husband is jobless. Hence, she has personally requested the General Manager for reinstatement, but to no effect.
  - (c) Further, according to the Second Party, on 29-3-96 the Assistant Labour Commissioner moved the First Party at her instance for reinstatement but no response was given to it may be the First Party. However, it was argued by the First Party that the nature of the employment of the Second Party was temporary and she cannot raise such a type of dispute. Thus no settlement was arrived at inbetween them. Hence, inspite this reference, she has prayed for her reinstatement with continuity of service and full back wages.
3. (a) The First Party has filed written statement at Exh. 12 and denied that the appointment of the Second Party was a part-time sweeper. In fact, no appointment letter was ever issued to the Second Party. On the contrary, in 1990, the First Party Pune Telecom has called for Quotations and accordingly it has received Quotations from Shanta Kajane, Bharati Misal and the present Second Party for their work on daily wages of Rs. 20/-. Thus the work of sweeping was given to them on contract basis. As per this contract, the period of the work was for 2 hours per day and after having understood these conditions, the Second Party has worked for two hours only as a sweeper from 1990 to 1995.
- (b) Further, according to the First Party, it never happened that the Second Party was terminated from the services. The fact is that as the work of the Second Party was on contract basis no point of termination of her services arises. On the contrary, as per the Quotations, the First Party has been paid the wages of her work.
  - (c) Lastly, it has been stated by the First Party that the Second Party was given work on contract basis as per the orders of their superiors as they cannot appoint the daily wages laborers. Therefore, this work was given to the Second Party on contrary basis. Therefore, Second Party does not come in purview of the definition of

daily wages workmen. Hence, it is prayed for the dismissal of the reference.

4. In pursuance to the pleadings of both the parties, following issues have been framed by my learned predecessor at Exh. 14 dt. 18-10-2001 and I record my findings in front of each of them for the reasons stated below :

#### ISSUES

1. Whether the action of the management of Divisional Engineer, Phones (External MHS) Pune in terminating the services of Smt. Shalan Arun Gaikwad, daily wage sweeper working at SDC, Phones is justified and legal. If not, what relief the workman is entitled to.

#### FINDINGS

Negative Relief—  
Reinstatement with full back wages and continuity of service.

2. What Order.

As given below.

#### REASONS

5. The Second Party has examined herself on oath at Exh. 23 and closed the evidence vide purshis at Exh. 24.

6. The First Party has adduced evidence of Shri Ramesh Shivrao Sangeet at Exh. 16 and closed its evidence vide purshis at Exh. 22.

#### Issue Nos. 1 and 2:

7. It is the case of the Second Party that he was paid wages supervised and instructed by the Office of the First Party. Therefore, there was master and servant relationship in between them. As against this, it is the contention of the First Party that the Second Party was working on contract basis with the First Party. It had called the witnesses to do work on contract basis with the First Party, and in response to it, the Second Party had accepted cleaning work of First Party establishment.

8. In this matter, there is no production of the original Quotation before the Court. The witness of the First Party Ramesh Sangeet in his evidence at Exh. 16 has stated that no appointment letter was issued to the Second Party. They have been assigning the work on contract basis on daily wages rate of Rs. 20/- per day. The period of the work was assigned for two hours. Thus, they had worked from 1990 to 1995. Further, according to him, from the year 2000, change has been effected by the Central Government and by it the Central Government has withdrawn the powers of assigning the work of the Class IV persons on contract basis. Even in cross-examination Shri Sangeet has admitted that he does not know how Quotations were invited by his office. Further why the Quotations of these three sweepers have been accepted is not been explained by him, Further, all these Quotations below Exh. 13 does not bear any seal or endorsement of his Office in token of its receipts.

9. Thus, it has to be found out that whether it is necessary to record findings of the employee-employer relationship in between the Second Party and the First Party. As pointed out earlier by the Second Party that the issue of the status of the Second Party is worked under Industrial Disputes Act as well as fact of termination of the services is not open to be decided by this Court. Therefore, in the contentions of the First Party regarding the issue of the workmen and fact of termination is beyond the scope of the reference and hence, *ultra-vires* powers of this Court. This Court is only to decide whether the termination of the Second Party is made in lawful manner or not and if it is not with relief, the Second Party is entitled to. I am of the view that the contentions raised by the Second Party on the point of employer employee relationship are justifiable.

10. There is evidence of the First Party through Mr. Sangeet and stated that there is production of the Quotation at Exh. 13/3 submitted by the Second Party. In response to these Quotations, three persons by name Shanta Kajane, Bharati Missal and the Present Second Party and more others have filed their Quotation and in response to it, the work of cleaning premises was assigned to the present Second Party. On minute scrutiny of the Quotation at Exh. 13/4, it is noticed that it does not bear any endorsement of the Office. It is also noticed that the opening words of these Quotations states that the Second Party should be given appointment on casual basis and not on contract basis. It is further to be noted that there is no mention of the place of the work, period of contract, right ability, obligations and duties. Further, it is also without the names of these witnesses. Further, the paper bears one date as date of documents with much overwriting as 15-12-90. However, the witnesses signs putting the date as 18-12-90. Thus, it must be held that the assigning of the work on contract basis of the Second Party must be held as a sham and bogus.

11. There is contention of the First Party that the Second Party was appointed on contract basis so as to mean that she was working on her own and there had been no employer-employee relationship in between them. In support of these contentions, no documentary evidence has been produced on record. Again the First Party witness Sangeet has admitted in his cross examination that he has no documentary to show that the Second Party was working on contract basis. Further it is the matter of high imagination that the present Second Party engaged as a sweeper on contract basis has been given work on the same contract continuously for more than 5 years, In addition to it, the First Party witness Sangeet-Asst. General Manager (Legal) has admitted that there was a agreement in between the First Party and Second Party on receipt of the Quotations. Further, he admitted that he does not have any other evidence to show that the Second Party was working on contract basis. Thus in this matter from the documentary evidence on record, the status of the present Second Party appears to be that of the workman.

12. In this behalf, if the provisions of the section 25-F of Industrial Disputes Act provided that no employer-employee in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until workman has been given one month's notice in writing indicating the reasons for retrenchment, period of retrenchment and the period of the notices has expired. The workman has been paid in lieu of list of notices, wages for the period of notice. Similarly, as per the Rule 81, the employer is bound to display a seniority list of all the workmen in the establishment, on the notice board at least 7 days before retrenchment. It has been admitted by the First Party that the Second Party is not been served with any notice of whatsoever nature nor paid any compensation or there was display of any seniority list. The Second Party was admittedly doing the work of cleaning and sweeping, regularly. This work was of regular nature. Even after the termination of the Second Party, the work of sweeping and cleaning by the Second Party is in existence till today. Therefore, retrenchment of the Second Party was without any ground of whatsoever nature. Thus, the Second Party must be held to have been established case of the retrenchment amounting to illegal termination without notice, compensation and legal dues.

13. There is defence of the First Party that it had no authority to appoint regular employees for cleaning work since 1984 (Exh. 13/5 and 6). There were instructions of that authority to that effect the appointment for the cleaning work be made on contract basis. Further, the power of appointing contract basis worker has been withdrawn and all the cleaning work was done by a contractor appointed for the purpose. However, there is admission of the First Party in the cross examination through witness sanjeet that in para 7 of Exh. 16 some of the workmen like the second Party who were working casually before or after 1995 have been made permanent and that he cannot state the rules under which they were made permanent. Thus, it is clear cut case of malafide action and discrimination on the part of First Party.

14. Even otherwise the case of the Second Party have been considered under section 2(oo)(bb) it would be noticed that the Hon'ble Apex Court in the case reported in 2003(2) L.L.N. 1134 in the case of S.M. Nilajkar and others and Telecom District Manager, Karnataka has observed that:

"Held : The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied :

- (i) that the workman was employed in a project or scheme of temporary duration.
- (ii) the employment was on a contract and not as a daily wager simplification which provided *inter alia* that the employment shall come to an end on the expiry of the scheme or project.

- (iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract; and
- (iv) the workman ought to have been apprised or made aware of the above aid terms by the employer at the commencement of employment.

The engagement of a workman as a daily wager does not by itself amount to putting the workman on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or upto the occurrence of some event and therefore the workman ought to know that his employment was short lived. The contract of employment consciously entered into by the workmen with the employer would result in a notice to the workman on the date of commencement of the employment itself that his employment was short-lived and as per the terms of the contract the same was liable to termination on the expiry of the contract and the scheme or project coming to an end. The workman may not therefore, complain that by the act of the employer his employment was coming to an abrupt termination. To exclude the termination of a scheme or project employee from the definition of retrenchment, it is for the employer to prove the above said ingredients so as to attract the applicability of sub-clause (bb) above said. In the case at hand, the Respondent employer has failed in alleging and proving the ingredients of sub-clause (bb). All that has been proved is that has been proved is that the appellants were engaged as casual workers or daily wagers in a project. For want of proof attracting applicability of sub-clause (bb) it has to be held that the termination of the services of the appellants amounted to retrenchment.

Closure of a project or scheme by the State Government would be covered by closing down of undertaking within the meaning of s. 25FFF. The workman would therefore be entitled to notice and compensation in accordance with the provisions of S25F though the right of employer to close the undertaking for any reason whatsoever cannot be questioned. Compliance of s.25F shall be subject to such relaxations as are provided by s.25FFF. The undertaking having been closed on account of unavoidable circumstances beyond the control of the employer i.e. by its own force as it was designed and destined to have a limited life only, the compensation payable to the workman under clause (b) of s.25F shall not exceed his average pay for three months. This is so because of failure on the part of the Respondent employer to all edge and prove that the termination of employment fell within sub-clause (bb) of Cl. (oo) of section 2 of the Act.

For all the foregoing reasons the decision of the Division Bench deserves to be set aside and that of the learned single Judge restored, except for the finding that the appellants were not project employees.

The project in which the workmen were engaged has come to an end. The Respondent Government may consider the appellants being accommodated in some other project or scheme or regular employment, if available, by issuing suitable instructions or guidelines. If it be not possible, the Respondent shall beat liberty to terminate the employment of the appellants after reinstating them as directed by the High Court and then complying with section 25-F of the Industrial Disputes Act."

15. Secondly, in the case reported in 2001 (3) L.L.N. 956 (Nagpur Bench)—in the case of General Manager, Telecom Nagpur and others AND Nareh Brilal Charote and another—

"A sweeper appointed on temporary basis raised and industrial dispute on being removed from the service.

Under Section 25-F—the said sweeper raised a dispute on the grounds that juniors to him were still in service and that procedure under Section 25-F of the Act had not been followed in his termination. Petitioners contend that Respondent was not a workman under the Act and that his services being on hourly basis, s-25F is not attracted—Held definition of the workman as defined under the Act does not make any distinction between full time and part time employee. Respondent is a workman under the Act. Therefore, compliance with s-25F procedure was mandatory and non-compliance rendered the termination *void ab initio*".

16. Therefore, in the light of the identical matters, before Honourable Apex Court and High Court, and in the light of the observations under these authorities, the First Party cannot take defence that the Second Party was engaged for one hour per day and she was being paid as per the then existing daily wages rates per hour. Further, it does not lie in the mouth of the Respondent that the terms and conditions of the contract between the First Party and Second Party makes it clear that the work as Signed to the Second Party was on contract basis and she was never in continuous service of the Pune Telecom or she has never completed 240 days work in Pune Telecom with in 12 successive months also it does not lie in the mouth of the First Party. The First Party has also relied upon Judgment of honourable Apex Court reported in 1992 A.I.R., Pg 593, 1994(1) LLN Pg 545, 1999(1) LLN 579. in the light of the recent authorities of Honourable Supreme Court. Therefore, I am of the clear view that the definition of retrenchment u/s 2(oo) of the Act is nothing

but termination of the service of the workman for any reason. Even if it is assumed that the Act of the First Party interminating the services on one pretext or the other due to decrease of the work still the action of the First Party must be held to have come within the mischief of retrenchment. Therefore, the compliance of Section 25-F being pre-requisite factor before termination of the service of the workman. In the light of the observations of the Honourable Apex Court, it has been made finding on the First Party to comply with the provisions of Section 25-F and in the present matter on the other hand, admittedly there is no compliance of this provision. Therefore, taking into account the status of the present Second Party as sweeper and any action on the part of the First Party about the further employment of the Second Party on the basis of the order of superior by its own office and any action in that behalf makes the second Party entitled for reinstatement with full back wages and continuity of service.

17. It is the matter of record that there is statement of the payment made to the Second Party by the First Party on hourly basis pertaining to period from 1992 to 1998 which clearly shows that she has worked for more than 240 days in the year continuously. Thus it makes her entitled for her reinstatement with full back wages and continuity of service.

18. The point which arise in the reference that due to the expiry of the alleged terms and tenure of the contract, the Second Party cannot be given reinstatement to her original post. In this behalf it can be stated that the First Party being the Government may consider the case of the Second Party for her accommodational elsewhere, if it is not possible for it to place the Second Party workman at the same place.

19. Hence, under all these circumstances, it is held that the action of the First Party in terminating the services of Second Party, daily wage sweeper working at SDC Phones is not justifiable, and she is entitled to the relief of reinstatement with full back wages and continuity of service. Hence I answer issue No. 1 accordingly and pass following order :

#### ORDER

1. The reference is allowed.
2. The First Party is directed to reinstate the Second Party as a sweeper at any office of Pune Telecom Department with full back wages and continuity of service.
3. No order as to costs.

Place : Pune

R.K. BHISE, Presiding Officer

Dated : 4-3-2004